

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # B-11

Urgent

Routine

AGENDA DATE October 15, 2013

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding, Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Approval of Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

STAFF RECOMMENDATIONS:

1. Approve the filing of a Notice of Exemption finding that the proposed project is exempt under provisions of the California Environmental Quality Act (CEQA) pursuant to State Guidelines Section 15061(b)(3).
2. Approve the Stanislaus County Jail Needs Assessment 2013 Update prepared by Crout Criminal Justice Consulting, LLC.

(Continued on Page 2)

FISCAL IMPACT:

On June 27, 2012, Governor Brown signed SB 1022 (Chapter 42, Statutes of 2012) into law, authorizing state lease-revenue bond financing for the acquisition, design and construction of adult local criminal justice facilities. On July 23, 2013, the Board of State and Community Corrections (BSCC) issued Request for Proposals for Construction of Adult Local Criminal Justice Facilities. Legislation has authorized the availability of SB 1022 financing in the amount of \$500,000,000 for counties to construct, expand and/or renovate Adult Local Criminal Justice Facilities. These facilities

(Continued on Page 3)

BOARD ACTION AS FOLLOWS:

No. 2013-511

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

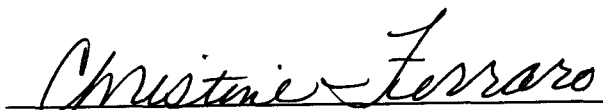
1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 2

**STAFF RECOMMENDATIONS: (Continued)**

3. Approve the use of \$445,000 in Public Facility Fees, as recommended by the Public Facilities Fees Committee and Capital Facilities Committee, along with the \$4 million previously authorized by the Board of Supervisors, bringing the total commitment for County funds to \$4,445,000. These funds are to be used solely as match for the Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) to match the requested \$40,000,000 in State Lease Revenue Bond Financing with the State of California Board of State and Community Corrections and the Department of Corrections and Rehabilitation.
4. Approve the use of Public Facility Fees, as recommended by the Public Facilities Fees Committee and Capital Facilities Committee, including the additional commitment of up to \$250,000 in Public Facility Fees for ineligible project costs.
5. Authorize the designation of the Chief Operations Officer as the Project Manager; and authorize the Project Manager to finalize and submit the application pursuant to the Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) to the State of California Board of State and Community Corrections and the Department of Corrections and Rehabilitation for \$40,000,000 funded through State Lease Revenue Bond Financing.
6. Approve the formal Board of Supervisors Resolution required by the State for submission of the application.
7. Direct the Auditor Controller to establish an interest bearing Capital Project Fund for the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project.
8. Direct the Auditor Controller to increase other operating transfers out appropriations in the amount of \$4,000,000 in the Chief Executive Office-Plant Acquisition Budget and to increase operating transfers in the amount of \$4,000,000 to the SB 1022 Adult Local Criminal Justice Facilities Capital Project Fund.
9. Direct the Auditor Controller to increase other operating transfers out in the amount of \$445,000 in Fund 6402 Public Facilities Fees-Jails; increase operating transfers in the amount of \$445,000 in the SB 1022 Adult Local Criminal Justice Facilities Capital Project Fund.

Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 3

10. Authorize the Project Manager to issue a Request for Proposals for professional architectural design services and return to the Board of Supervisors to recommend an award when appropriate upon award of the State funding.

**FISCAL IMPACT: (Continued)**

may include any custodial housing, reentry, program, mental health, or treatment space necessary to manage the adult offender population under the jurisdiction of the sheriff or county department of corrections.

Of the total \$500 million available, the medium counties set-aside amount is \$160 million, with maximum awards capped at \$40 million each, and a requirement of a minimum of a 10 percent match and a maximum amount of State reimbursement financing limited to 90 percent of total projects costs.

The proposed Project would construct a Re-entry and Enhanced Alternatives to Custody Training (REACT) Center with up to 288 beds of transitional jail housing facilities at the Public Safety Center (PSC) to primarily replace the Main Jail in downtown Modesto (except for Court holding). The total estimated project budget for the SB 1022 project is \$44,445,000. The funding sources are expected with State funding of \$40 million (90%), and a County match contribution totaling \$4,445,000 (10%). An additional \$250,000, funded by Public Facilities Fees, will be needed for costs not considered eligible for the State funding, which are in addition to the \$44,445,000, which will be shared 90% State and 10% County for a total Project expense of \$44,695,000.

**SB 1022 Jail Construction Financing Plan**

The primary sources of the match to be committed to this project include \$4 million in fund balance previously set aside in the 2012-13 Mid-Year Financial Report by the Board of Supervisors in Assigned Fund Balance, and \$445,000 from unobligated Public Facilities Fees-Jails for a total match of \$4,445,000 million. In addition to these County match sources, the County is responsible for additional costs deemed ineligible as match for the SB 1022 program in the amount of \$250,000, split among unobligated Public Facilities Fees-Jails in the amount of \$79,535 and Public Facilities Fees-Detention in the amount of \$170,465. The Public Facilities Fees Committee approved the use of PFF funds on September 30, 2013, and the use was subsequently approved by the Capital Facilities Committee on October 3, 2013. The Chief Executive Office recommends a project funding plan as outlined in the sources chart below:

Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 4

**SB 1022 Sources and Uses**

**Re-Entry and Enhanced Alternatives to Custodial Training (REACT)**

<b><i>Proposed Sources 10.15.13</i></b>	
SB 1022 Construction Financing	<b>\$40,000,000</b>
Previously Set-Aside Fund Balance (Approved by BOS on March 5, 2013)	<b>\$4,000,000</b>
County Public Facilities Fees (Match Requirement)	<b>\$445,000</b>
County Public Facilities Fees (Ineligible Costs)	<b>\$250,000</b>
<b>Total Project Sources</b>	<b>\$44,695,000</b>
<b><i>Proposed Uses 10.15.13</i></b>	
Salaries/Project Management	<b>\$1,895,000</b>
Services & Supplies/Inspections/Construction Management	<b>\$3,248,000</b>
Bridging Architect	<b>\$1,640,000</b>
Cost Applied Charges	<b>\$76,000</b>
Design-Build Construction	<b>\$37,836,000</b>
<b>Total Project Uses</b>	<b>\$44,695,000</b>

If funding is awarded, the SB 1022 REACT Project will be financed on an interim basis using funds from the State's pooled money investment account and ultimately using long-term lease revenue bond financing. If the County is awarded \$40 million from the State, the construction of the REACT Project will expand offender programs and detention housing to support growth of the previously approved Public Safety Center Jail Expansion Plan. The entire REACT Project supports jail programming and custody for the expanded County detention needs. The requested PFF cash match of \$445,000 will fund programming and housing facility construction, which is 100% eligible for Public Facilities Fees funding.

Ineligible costs attributed to the SB 1022 REACT Project in the amount of \$250,000 are necessary for the full completion of the project. Ineligible project costs, as deemed by the State, cannot be included as match in the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program. Of the \$250,000 requested in PFF, 100% is eligible for Public Facilities Fees funding.

In addition, with this effort to construct new programming and custody facilities, the County will undertake a roads improvement project at the Public Safety Center to ensure the road infrastructure can support the additional traffic that will occur with the increased detainee population and law enforcement activity. The total cost of construction for road improvement efforts is estimated to be \$500,000. It is estimated that the portion of the total cost that will be eligible for funding with Public Facilities Fees



Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 5

will be \$161,350, bringing the total use of Public Facility Fees to \$856,350 if the application for funding is approved by the State. Recommendations regarding the roadway improvements will be made as the project progresses.

### **State Award Process and Notification**

The County must submit its application by October 24, 2013. The State of California Board of State and Community Corrections and the Department of Corrections and Rehabilitation Executive Steering Committee will meet on January 16, 2014 to recommend SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program conditional funding awards. Counties meeting the preference criteria of the SB 1022 Request for Proposals will score highest for consideration of award. The four preference criteria are as follows:

1. Commitment of adequate county contribution funds (**mandatory criterion**).
2. Initial real estate due diligence package submittal.
3. Documentation evidencing CEQA compliance has been completed.
4. Review of and authorization to execute the financing program project documents.

The recommended Board of Supervisors Resolution will set forth the County's attestation that it will meet all four funding criteria as part of the submitted final application. The County is ready to proceed with 1) Adequate County match funding; 2) Clear and free fee simple property ownership at the Public Safety Center; 3) Adequate CEQA review with filing of a Notice of Exemption to be approved by the Board of Supervisors with today's action; and 4) Readiness to execute the financing program documents with appropriate inclusion to ensure the successful delivery of a design-build construction project.

The SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program project documents will include the Project Delivery and Construction Agreement (PCDA), the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease. County staff has reviewed the template form of each of these agreements, which are substantially similar to the documentation utilized by the County in prior state lease-revenue bond funded projects. The Board of Supervisors Resolution sets forth the County's readiness to execute these documents in their present form, subject to those changes deemed necessary to incorporate project-specific information or effectuate the financing resolution for the design-build construction of the project.

Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 6

The PDCA provides the mechanism for lease of the project site to the State and for design and construction of the facility by the County using State and County funding. A maximum State funding allocation would be established up to \$40 million, if approved for a conditional award. The PDCA provides the mechanism for obtaining State financing, first via an interim loan issued by the State's Pooled Money Investment Board and ultimately via the issuance of lease revenue bonds by the State Treasurer to finance this and other State funded projects. The PDCA also delivers the instrument for design, construction, operation and maintenance of the proposed REACT Center Project. The Construction Agreement governs the actual construction of the REACT Center by the County. The Ground Lease provides for the lease of the Project site from the County to the Department of Corrections and Rehabilitation ("Department") throughout the lease-revenue bond term. The Right of Entry for Construction and Operation contains authorization from the Department for the County to enter the Project site to construct the REACT Center. The Facility Sublease contains the Department's sublease of the newly-constructed Facility to the County to use, operate and maintain until the lease-revenue bonds are repaid.

As the REACT Center Project (SB 1022) progresses, all major project decisions, including final review and approval of each of the lease-revenue bond documents in their final form, will be brought back to the Board of Supervisors at each phase of the project for consideration, review, and approval.

The project team is working on identifying key resources needed for the opening of the additional Public Safety Center beds. Staff will return to the Board of Supervisors to provide an updated plan for consideration and approval which outlines the additional operational costs including facilities maintenance and utilities associated with operating the new facility now and into the future.

## **DISCUSSION:**

### Background

#### *Jail Needs Assessment*

Following the development of Stanislaus County's new jail facilities at the Public Safety Center site in 1992, incremental additional support and capacity expansion projects have occurred to meet a growing detention population, including a Minimum Security Unit (1994), a new Housing Unit "I" (1996) and a Violent Offender Unit (in 1998.) A double-bunking project at the Public Safety Center in 2007 increased the maximum capacity of the Stanislaus County jail system to 1,492 beds; however, the detention population continued to rise while little capacity was added between 2000 and 2011.

Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 7

On March 4, 2008, the Board of Supervisors approved proceeding with the Public Safety Center Expansion Project, which included initiating an Environmental Review, and establishing a new Public Safety Center Capital Project budget of \$2 million for planning purposes. On June 3, 2008, the Board approved a contract with Crout and Sida Criminal Justice Consultants, Inc. in association with Rosser International, Inc. for architectural programming services to reassess the County's detention needs and to develop an updated Jail Master Plan in 2008. A draft of the updated Plan was created, which illuminated projected staffing needs at the projected future jail capacity. Crout and Sida Criminal Justice Consultants, Inc. conducted an analysis of staffing needs for the proposed updated Master Plan. During this completion of the Jail Master Plan, the State of California initiated steps to reduce overcrowding of state facilities – first addressing the reduction of the California Youth Authority with the funding of local sentenced juveniles in Senate Bill 81; and subsequently via realignment of the State's adult prison population with the enactment of Assembly Bill 109 in the Spring of 2011.

On June 9, 2009, the Board of Supervisors approved Amendment No. 1 to the contract with Crout and Sida Criminal Justice Consultants, Inc. to include an update of the Jail Needs Assessment. The consultant's findings reaffirmed the Sheriff's concern that Stanislaus County's jail population required a higher level of security housing and that the majority of the existing facilities were designed to provide minimum and medium-security level detention. Furthermore, an alarming increase in the number of inmates being held in Stanislaus County jails in facilities designed for lower security-risk classification inmates has occurred, resulting in greater security risks and a need for higher-level (maximum) security housing capacity. The updated Needs Assessment concluded that an additional 433 maximum-security beds were needed to meet 2018 requirements.

On December 13, 2011, the Board of Supervisors approved the Stanislaus County Updated Adult Detention Needs Assessment 2011 and the Public Safety Center Expansion Operation and Architectural Program and Site Master Plan Needs Assessment and Public Safety Center Expansion Master Plan, as prepared by Crout and Sida Criminal Justice Consultants, Inc. in association with Rosser International, Inc. The Needs Assessment responded to the needs of the Sheriff's Office in managing the existing jail system by recommending the gradual operational closure of the Honor Farm at Grayson Road, Modesto and relocation of staff and inmates to the new Honor Farm Replacement (Unit 2) at the Public Safety Center. The Needs Assessment also suggested that far too many inmates are assigned to housing units that are below their classification security level, directly due to a lack of maximum-security beds. It also found that the Intake/Release area at Men's Jail is inadequate for the number of inmates processed and a new Intake/Release area should be added to the PSC as a replacement. The AB 900 Phase II Public Safety Center Expansion project, currently at

Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 8

the final bridging design stage, will assist to remedy the needs identified in the 2011 Updated Needs Assessment.

On January 17, 2013, the Project Manager contracted with Crout Criminal Justice Consulting, LLC (formerly Crout & Sida) to provide an update to the 2011 Stanislaus County Needs Assessment and to focus on the impacts of **public safety realignment** (AB 109) since October 2011. Preliminary findings suggest there is an increased need to provide services for inmates with mental and physical health issues in the County jail system. Nearly 25% percent of the County inmate populations are AB 109 offenders, who are in custody for crimes that would have previously resulted in incarceration in State prison. The 2013 Updated Needs Assessment found that the most critical need for the Jail System was a lack of program space for County and AB 109 Realignment offenders to prepare for re-entry into the community, due to the radical change in inmate demographics in the jail system.

The 2013 Updated Needs Assessment also addressed a lack of available beds to meet the ultimate goal of permanently closing the Downtown Men's Jail and centralizing all inmates and associated programming services at the PSC. A recommendation to add 342 net replacement beds at the PSC to replace the Men's Jail is included in the updated assessment. The County will seek State SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program funds to construct up to 288 beds and adequate programming facilities in response to the findings in the updated assessment.

### State Realignment

The impact of State prison realignment due to Assembly Bill (AB) 109 has exacerbated the County's growing detention needs with the diversion of non-serious, non-violent, non-sexual crime offenders with shorter term sentences to County detention facilities, rather than being transferred to State prison. Offenders being returned to custody due to parole violations would typically serve their parole violation terms at local detention facilities as well. The State Department of Corrections and Rehabilitation estimated an additional impact of 400+ inmates to the County's detention system, in addition to the County's projected needs. The Stanislaus County Sheriff's Office recently reported that the actual number of additional (AB 109) inmates has increased significantly more than the State's estimate. SB 1022 funding will allow the County to construct, as soon as possible, additional local detention facilities, with appropriate programming space and services, as the State Prison overpopulation and budget troubles have a direct and dramatic impact on local detention facilities and public safety in our community. It is envisioned that the REACT Project programming services will assist the Sheriff's Office in reducing recidivism for the reoccurring offender population often associated with realignment (AB 109).

Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 9

Project Description

The proposed project would use State Lease Revenue Bond financing, County General Funds from Assigned Fund Balance and Public Facilities Fees to design and construct jail housing, programming and administrative space on county-owned land at the Public Safety Center, in accordance with the 2013 Updated Adult Detention Needs Assessment. The proposed project will contain approximately 288 jail beds in adult detention transitional housing units with all associated support and program space, a security administration (control) center, and circulation and common space. In addition, the React Center will provide services to the offender population under the Sheriff's jurisdiction, including post-release and out-of-custody/monitored release programs. The REACT Center will also include public lobby/reception areas, administration space, classrooms, counseling rooms and a multipurpose room. The REACT Center will include site utility and site infrastructure needs to support the proposed development.

One of the primary goals of the REACT Project is to replace existing jail beds at the Men's Jail in downtown Modesto by constructing new, modern programming and housing facilities at the Public Safety Center. The Downtown Men's Jail has a housing capacity for 396 inmates and is currently the central intake and booking facility for males for the County's jail system. The Downtown Men's Jail is connected to the Superior Court via a secure, underground pedestrian tunnel for movement of inmates.

The Downtown Men's Jail was constructed in 1955 with linear design and open cell fronts. The antiquated linear design makes it difficult to manage and control; and the facility lacks programming space, interview space, and medical space associated with modern jails. SB 1022 funding will allow Stanislaus County to construct enough capacity (an additional 288 beds) to allow for closure of the Men's Jail housing capacity, leaving only the Court-holding and transportation facilities operational at the downtown Modesto site.

California Environmental Quality Act (CEQA)-Notice of Exemption

The Public Safety Center (PSC) is part of 175.5 acres of County facilities annexed by the City of Ceres in June 2012 as part of the larger West Landing Specific Plan (WLSP) area which has been planned for 1,892 beds. The PSC is currently developed with 918 beds, and is currently being developed up to 1,470 beds. With the addition of this project, the total number of PSC beds will be approximately 1,758. The certified Environmental Impact Report (EIR) for the WLSP anticipated expansion of the PSC to a maximum of 1,892 beds -- development beyond that which is being proposed and no impacts associated directly with the proposed expansion were identified. In addition to the most recent WLSP EIR, the PSC has been subject to several previous and

Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 10

substantial California Environmental Quality Act (CEQA) reviews. Those CEQA reviews include the 1989 Environmental Impact Report (EIR) for the original PSC Master Plan, 1990 supplemental EIR for the PSC, and a Mitigated Negative Declaration for the 2011 Master Plan Update (AB 900 expansion), certified on June 5, 2012. The proposed project falls within the parameters and assumptions used in previous CEQA reviews. The location of the project site is not in a sensitive environment and remains in the same condition as analyzed in previous CEQA reviews. The most recent WLSP EIR considered cumulative impacts with the PSC at a maximum bed capacity greater than this project and there are no unusual circumstances surrounding this project.

The Public Safety Center Environmental Impact Report (1989) and Use Permit (1992) envisioned construction of up to 1,789 beds within 648,232 square feet of jail structures at the site. To date, the site contains 918 beds within 398,792 square feet of jail and support facilities. The proposed AB 900 Phase II and PFF projects would add approximately 552 beds and 195,647 square feet – well within the original scope of the Public Safety Center plan permitted at the site.

The features of this project are consistent with the parameters and assumptions used in previous CEQA analysis of the PSC, including the 2011 Environmental Impact Report (EIR). The project is part of the larger master planned PSC, recognized by the City of Ceres General Plan and zoning designations of “Community Facilities” assessed in the WLSP EIR. The previous CEQA analysis of the PSC has shown that this project will not cause a significant effect on the environment; and, as such, is not subject to further CEQA review in accordance with State Guidelines Section 15061(b)(3).

Staff requests the Board of Supervisors approve the filing of a Notice of Exemption with the County Clerk-Recorder and the State Clearinghouse finding that the proposed project is exempt under the provision of the California Environmental Quality Act (CEQA) pursuant to State Guidelines Section 15061(b)(3).

**Recommended Actions:**

To accomplish the next critical steps for the project, staff recommends that the Board of Supervisors approve several actions essential to apply for SB 1022 grant funds for a Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center project and other related items.

- *Approve the Stanislaus County Jail Needs Assessment 2013 Update, prepared by Crout Criminal Justice Consulting, LLC.*

Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 11

Staff requests that the Board of Supervisors approve the Jail Needs Assessment 2013 Update, prepared by Crout Criminal Justice Consulting, LLC. The Update contains key data that has been used in the County's application for SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program.

The Jail Needs Assessment has been updated by Crout Criminal Justice Consulting, LLC to reflect jail population needs and characteristics in relation to the impacts of AB 109-Realignment. The update identified a need for an additional 342 beds. Realignment has resulted in additional use of early release programs to maintain capacity for higher security risk inmates in the jail system. The new REACT Center will address the need for inmate programming opportunities, with up to 288 jail beds to assist in replacement of the existing downtown Men's Jail. With approval of funding, the REACT Project will enhance and increase programming services throughout the detention system.

One of the primary goals of the REACT Project is to replace existing jail beds at the Men's Jail in downtown Modesto. The REACT Project will be constructed with new, modern programming and housing facilities at the Public Safety Center. The Downtown Men's Jail has a housing capacity for 396 inmates and is currently the central intake and booking facility for males for the County's jail system. The Downtown Men's Jail is connected to the Superior Court via a secure, underground pedestrian tunnel for movement of inmates. The Downtown Men's Jail facility lacks programming space, interview space and medical space.

The REACT Project will be a significant improvement to the County's jail infrastructure system by assisting in the closure of the Downtown Men's Jail. The Sheriff may use the vacated jail as a court holding facility. The programming space within the REACT Center is essential to the management of the jail population.

If the County's application for \$40 million in State funding is approved, the County anticipates closing the Downtown Men's Jail, constructing up to 288 additional transitional beds and transferring inmates to the Public Safety Center. The proposed SB 1022 REACT Project is envisioned to replace the Downtown Men's Jail (except for Court holding) and will be staffed by the transfer of existing Sheriff's personnel to the new 288-bed housing and programming facility at the PSC. Existing Jail Alternatives Unit staff will transfer from their 801 11<sup>th</sup> Street, Modesto location to the REACT Center administrative area to run Sheriff's AWP/Home Detention programming. It is anticipated the overall net bed increase to the jail system would be 444, as illustrated in the chart below:

Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 12

	Existing 10.4.13	AB 900 Phase II Jail Expansion	SB 1022 REACT Project
Immediate Action Plan & Minimum Unit 1	726	726	726
Unit 2 (Honor Farm Replacement Project)	192	192	192
Housing Units Project 1		456	456
Housing Units Project 1 Alternate		96	96
REACT Housing Units			288
Total Beds at Public Safety Center	918	1470	1758
	Existing 10.4.13	Close IWQ Unit	Court Holding Facility Only
Downtown Jail Beds	396	334	0
	Total Beds	Total Beds	Total Beds
Overall Total Jail System Beds	1314	1804	1758
	Net Increase	Net Increase	Net Increase
Overall Net Bed Increase to Jail System	N/A	490	444

- *Approve the formal Board of Supervisors Resolution required by the State for submission of the application.*

As outlined in the Request for Proposals (RFP), the Board of Supervisors must approve and submit a formal resolution as part of its application package. This Resolution identifies the key personnel representing the County and demonstrates the commitment of \$4,445,000 in County matching funds to be used solely for the proposed project, should State funding be awarded. (Attachment #1)

- *Approve the filing of a Notice of Exemption finding that the proposed project is exempt under the provision of the California Environmental Quality Act (CEQA), pursuant to State Guidelines Section 15061(b)(3).*

The Public Safety Center (PSC) is part of 175.5 acres of County facilities annexed by the City of Ceres in June 2012 as part of the larger West Landing Specific Plan (WLSP) area which has been planned for 1,892 beds. The PSC is currently developed with 918 beds, and is currently being developed up to 1,470 beds. The SB 1022 project will add 288 beds, for a maximum of 1,758 beds.

Staff requests the Board of Supervisors approve the filing of a Notice of Exemption with the County Clerk-Recorder and the State Clearinghouse finding that the proposed project is exempt under the provision of the California Environmental Quality Act (CEQA), pursuant to State Guidelines Section 15061(b)(3).



Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 13

### Schedule

The Project Manager plans to return to the Board of Supervisors in January 2014, if granted a conditional award under SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program by the Board of State and Community Corrections (BSCC), Department of Finance and California Department of Corrections and Rehabilitation (CDCR).

Construction completion is anticipated in 2018. Construction of the projects will have a significantly positive impact in terms of temporary construction-related employment locally and off-site and result in a considerable public safety improvement.

The Board of Supervisors Capital Facilities Committee, comprised of Supervisors O'Brien and Monteith, have voted to support these recommendations to seek SB 1022 Funding as recommended in this report.

### **POLICY ISSUES:**

All of the actions in this item will advance the Board of Supervisors' priority to strive for A Safe Community by increasing detention capacity to meet projected needs and minimize use of alternatives to incarceration for potentially dangerous criminals.

These actions also support the Board's priority to provide Efficient Delivery of Public Services in pursuing State funds by leveraging limited County resources effectively.

### **STAFFING IMPACTS:**

#### Staffing Analysis

The proposed SB 1022 REACT Project is envisioned to *replace* the downtown jail (except for Court holding) and will be staffed by the transfer of existing Sheriff's personnel to the new 288-bed housing and programming facility. Existing Jail Alternatives Unit staff will transfer from their 801 11<sup>th</sup> Street, Modesto location to the REACT Project Center administrative area to operate Sheriff's AWP/Home Detention programming. SB 1022 funding includes a provision that the County is not obligated to fully staff the new facilities upon opening; the Sheriff and the team are confident that a flexible strategy to maximize all available tools and resources will allow the County to house inmates given available funding.

The AB 900 Phase II Public Safety Center Expansion project is currently nearing the completion of its design phase and will result in considerable increase in staffing and

Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding Pursuant to SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million and Related Actions: Updated 2013 Needs Assessment and Transfer of Funds to Fully Satisfy the Required County Match, Including Previously Authorized General Fund Balance and the Addition of the Use of Public Facility Fees

Page 14

operating costs upon its completion. On June 18, 2013, the Board of Supervisors approved the jail staffing plan for transition services necessary during the design and construction of the Public Safety Center Expansion and jail construction projects at the site. As previously reported relating to the Public Safety Center Jail Expansion, the cost to operate and staff the additional 456 beds and the associated facilities is considerable. Staff anticipates using a flexible implementation strategy to maximize all available tools and resources, including staffing, that will allow the County to safely house inmates within appropriately secure facilities. Upon construction completion, the staffing and transition to the new jail facilities will be phased, based on the County's economic recovery. AB 900 Phase II funding includes the provision that the County is not obligated to fully staff the new facilities upon opening.

A Programs/Day Reporting Center is included in the AB 900 Project Scope to provide alternatives to incarceration and allow the transition from existing facility beds to the new beds, in addition to the new beds that will be constructed, and minimize additional operating costs. The Community Corrections Partnership (CCP) funding will be a key resource in meeting the increased cost to operate these new facilities.

Previous estimates from 2009 suggested an additional cost for sworn personnel only of approximately \$10 million annually upon its first fully occupied year of operation. The project team is working on finalizing a staffing plan and identifying key resources needed for the opening of the additional Public Safety Center beds funded as a part of the AB 900 Phase II award of \$80 million of State Lease Revenue Bond Funding for Board of Supervisors approval in October 2013. The updated plan will include all support staff and resource estimates, including facilities maintenance and utilities associated with the opening of the new facilities.

The County's long-range financial model will forecast the additional costs starting in Fiscal Year 2016-2017. Additionally, the Project Team, comprised of the Chief Executive Office and Sheriff's Office, remain dedicated to the success of this Project.

**CONTACT PERSON:**

Patricia Hill Thomas, Chief Operations Officer. Telephone: 209-525-6333

Database  
Balance Type  
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD  
Budget  
County of Stanislaus

DO NOT CHANGE  
DO NOT CHANGE  
DO NOT CHANGE

Ledger  
Budget  
Category  
Source  
Currency  
Period  
Batch Name  
Journal Name  
Journal Description  
Journal Reference  
Organization  
Chart Of Accounts

\* List - Text County of Stanislaus  
List - Text LEGAL BUDGET  
\* List - Text Budget - Upload  
\* List - Text CEO JDK  
\* List - Text USD  
List - Text OCT-13  
Text  
Text  
Text Establish revenue budget for SB102  
Text 10.15.13 BO #  
List - Text Stanislaus Budget Org  
Accounting Flexfield

DO NOT CHANGE  
DO NOT CHANGE  
DO NOT CHANGE  
  
DO NOT CHANGE  
ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11  
  
  
DO NOT CHANGE  
DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit	Credit	Line Description
								incr appropriations decr est revenue	decr appropriations incr est revenue	
								* Number	* Number	Text
	0100	0016031	85850	0000000	000000	000000	00000	4000000		Transfer Out
	2078	0061140	46600	0000000	000000	000000	00000		4000000	Transfer In
	6402	0064100	85850	0000000	000000	000000	00000	445000		Transfer Out
	2078	0061140	46615	0000000	000000	000000	00000		445000	Transfer In
								4445000	4445000	Totals:

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Establish estimated revenue budget for new SB 1022 Jails Expansion capital project funded from General Fund  
Assigned-Other fund balance classification and PFF Jails fund balance

Requesting Department	CEO	Data Entry	Auditors Office Only
Jim Kwartz	<i>[Signature]</i>		
Prepared by	Supervisor's Approval	Keyed by	Prepared By
10.10.2013	10/11/13		<i>[Signature]</i>
Date	Date	Date	Date

# Resolution

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

Date: October 15, 2013

2013-511

On motion of Supervisor O'Brien Seconded by Supervisor Monteith  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # B-11

**THE FOLLOWING RESOLUTION WAS ADOPTED:**

**Application under the Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) to the State of California Board of State and Community Corrections and the Department of Corrections and Rehabilitation for \$40,000,000 funded through State Lease-Revenue Bond Financing**

WHEREAS, on June 27, 2012, Governor Edmund G. Brown signed Senate Bill (SB) 1022 (Chapter 42, Statutes of 2012) into law, authorizing state lease-revenue bond financing for the acquisition, design and construction of adult local criminal justice facilities; and

WHEREAS, on July 23, 2013, the Board of State and Community Corrections issued Request For Proposals under the Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022); and

WHEREAS, the Board of State and Community Corrections has issued a Request for Proposals with a maximum amount of state financing of \$40,000,000 for each award, in state lease-revenue bond financing authority for medium-sized counties, currently available to counties for the construction of local criminal justice facilities; and

WHEREAS, the Board of State and Community Corrections has further established, as contained in Government Code Section 15820.926(b), a requirement that funding preference be given to counties that are most prepared to proceed successfully with SB 1022 lease-revenue bond financing with the required County Match Funds in a timely matter; and

WHEREAS, the Board of State and Community Corrections has further established four funding preference criteria as follows:

1. Commitment of adequate county contribution funds (mandatory criterion);
2. Initial real estate due diligence package submittal (optional criterion);
3. Documentation evidencing CEQA compliance has been completed (optional criterion); and
4. Review of and authorization to execute the financing program project documents (optional criterion); and

WHEREAS, on October 15, 2013, the Stanislaus County Board of Supervisors approved the project plan under the Adult Local Criminal Justice Facilities Construction Financing Program (the "SB 1022 Financing Program") for the future design and construction of the Re-Entry and Enhanced Alternatives to Custodial Training (REACT) Center Project which includes up to 288 transitional jail beds, inmate housing facilities, programming services space and facility and program administration at the Public Safety Center located at 200 East Hackett Road, Ceres, California; and

WHEREAS, Stanislaus County has project site control through fee simple ownership of the site, and has right of access to the project sufficient to assure undisturbed use and possession of the site, and will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site of the facility subject to construction, or lease the facility for operation to other entities, without permission and instructions from the Board of State and Community Corrections; and

WHEREAS, on October 15, 2013, the Board of Supervisors approved a financing plan for the County's request for \$40,000,000 in state financing and the \$4,445,000 in County funding to meet the County's ten percent match contribution requirement for its proposed project within the SB 1022 Financing Program; and

WHEREAS, Stanislaus County and other authorities with jurisdiction have previously performed an analysis of the project site subject to the provisions and regulations of the California Environmental Quality Act (CEQA) and have determined that the proposed Master Plan buildout of the Public Safety Center site, including the projected impacts associated with the design and construction of the Re-Entry and Enhanced Alternatives to Custodial Training (REACT) Center Project, will not have a significant effect on the environment and that the mitigation measures and the mitigation reporting or monitoring plan adopted are adequate; and

WHEREAS, Stanislaus County has therefore performed an analysis of the project site subject to the provisions and regulations of the California Environmental Quality Act (CEQA) and has approved and recorded with the County Clerk Recorder and filed with the State Clearinghouse on October 15, 2013 a Notice of Exemption finding that the proposed project is exempt under the provision of the California Environmental Quality Act (CEQA) pursuant to State Guidelines Section 15061(b)(3), and all related statutes of limitation will expire on November 20, 2013.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Stanislaus County Board of Supervisors does hereby authorize Patricia Hill Thomas, Chief Operations Officer/Assistant Executive Officer, to act on behalf of the County as the Project Manager and County Construction Administrator; Darrell Long to act on behalf of the County as the Project Contact Person; and Lauren Klein to act on behalf of the County as the Project Financial Officer.

2. The Stanislaus County Board of Supervisors does hereby authorize the Project Manager, to finalize and submit and sign the Applicant's Agreement and submit the proposal for funding under the Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) to the State of California Board of State and Community Corrections and the Department of Corrections and Rehabilitation for \$40,000,000 funded through Lease-Revenue Bond Financing.

3. The County of Stanislaus (the "County") is seeking funding preference for its proposed project within the Adult Local Criminal Justice Facilities Construction Financing Program (the "SB 1022 Financing Program"). As such, the Stanislaus County Board of Supervisors does hereby represent, warrant and covenant as follows:

A) Lawfully Available Funds. The county cash contribution Funds, as described in the documentation accompanying the County's SB 1022 Financing Program Proposal form, have been derived exclusively from lawfully available funds of the County.

B) County Cash Contribution Funds Are Legal and Authorized. The payment of the county cash contribution funds for the proposed adult local criminal justice facility project (the "Project") (i) is within the power, legal right, and authority of the County; (ii) is legal and will not conflict with or constitute on the part of the County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material agreement or instrument to which the County is a party or by which the County or its properties or funds are otherwise subject or bound, decree, or demand of any court or governmental agency or body having jurisdiction over the County or any of its activities, properties or funds; and (iii) have been duly authorized by all necessary and appropriate action on the part of the governing body of the County.

C) No Prior Pledge. The county cash contribution funds and the Project are not and will not be mortgaged, pledged, or hypothecated by the County in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest by the County. In addition, the county cash contribution funds and the Project are not and will not be mortgaged, pledged, or hypothecated for the benefit of the County or its creditors in any manner or for any purpose and have not been and will not be subject of a grant of a security interest in favor of the County or its creditors. The County shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of any lease-revenue bonds sold by the State Public Works Board for the Project (the "Bonds") or the trustee for the Bonds.

D) Authorization to Proceed with the Project. The Project proposed in the County's SB 1022 Financing Program proposal is authorized to proceed in its entirety when and if state financing is awarded for the project within the SB 1022 Financing Program.

4. The County is seeking funding preference for submittal of the complete initial real estate due diligence package.

5. The County is seeking funding preference for submittal of documentation evidencing that compliance with CEQA has been fully completed for the proposed Project.

6. The County is seeking funding preference associated with the review of and authorization to execute the project documents required within the SB 1022 Financing Program. As such, the Stanislaus County Board of Supervisors does hereby approve the form of the Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease, subject only to those changes deemed necessary to incorporate project-specific information or effectuate the financing resolution for the design-build construction of the project.

7. Each of the Chairman of the Board of Supervisors, the Chief Executive Officer of the County and the Chief Operations Officer of the County, or their designees (collectively, the "Authorized Officers"), acting alone, is hereby authorized for and in the name of the County to execute, and the Clerk to the Board of Supervisors is authorized to attest, the Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease, in substantially the form hereby approved, with such additions thereto and changes therein as are required by the BSCC or the State Public Works Board to effectuate the SB 1022 Financing Program and as condition to the issuance of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery thereof by any one of the Authorized Officers each of whom, acting alone, is authorized to approve such changes. Each of the Authorized Officers is authorized to execute these respective agreements at such time and in such manner as is necessary within the SB 1022 Financing Program. Each of the Authorized Officers is further authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease.

8. The County hereby provides assurance that it will adhere to the state requirement and terms of the agreements between the County, the Board of State and Community Corrections and the State Public Works Board in the expenditure of any state allocation and county contribution funds.



9. The County hereby provides assurance that it will safely staff and operate the facility that is being constructed (consistent with Title 15, California code of Regulations) within ninety (90) days after project completion.

10. The County hereby certifies that it is not and will not be leasing housing capacity in this SB 1022 financed adult local criminal justice facility to any other public or private entity for a period of 10 years beyond the completion date of the adult local criminal justice facility.

ATTEST: **CHRISTINE FERRARO TALLMAN, Clerk**  
**Stanislaus County Board of Supervisors,**  
**State of California**

*Christine Ferraro*

---

File No.

# California Environmental Quality Act (CEQA)

## Notice of Exemption

**STANISLAUS COUNTY**  
DEPARTMENT OF PLANNING AND  
COMMUNITY DEVELOPMENT  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, California 95354

---

**NOTICE OF EXEMPTION**

---

**Project Title:** Stanislaus County Public Safety Center (PSC) -- REACT Center (SB 1022)

**Applicant Information:** Stanislaus County Chief Executive Office/1010 10<sup>th</sup> Street, Suite 6800/Modesto, CA 95354/(209) 525-6333

**Project Location:** 200-450 Hackett Road, City of Ceres (just east of Crows Land Road and north of Service Road), Stanislaus County. APN 086-015-030

**Description of Project:** Construction of a Re-Entry and Enhance Alternatives to Custodial Training (REACT) Center at the existing Stanislaus County Public Safety Center (PSC). The PSC is located on a 126.53 acre County-owned property. See attached project description.

**Name of Agency Approving Project:** Stanislaus County Board of Supervisors

**Lead Agency Contact Person:** Angela Freitas, Director

**Telephone:** (209) 525-6330

**Exempt Status:** (check one)

- Ministerial (Section 21080(b)(1); 15268);
- Declared Emergency (Section 21080(b)(3); 15269(a));
- Emergency Project (Section 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: \_\_\_\_\_
- Statutory Exemptions. State code number: \_\_\_\_\_
- General Exemption.

**Reasons why project is exempt:** State the reason the project is exempt - required to support findings

The features of this project are consistent with the parameters and assumptions used in previous CEQA analysis of the PSC, including the 2011 West Landing Specific Plan (WLSP) Environmental Impact Report (EIR). The project is part of the larger master planned PSC recognized by the City of Ceres' general plan and zoning designations of "Community Facilities" assessed in the WLSP EIR. The previous CEQA analysis of the PSC has shown that this project will not cause a significant effect on the environment and, as such, is not subject to further CEQA review in accordance with Section 15061(b)(3). See attached project description.

## **STANISLAUS COUNTY PUBLIC SAFETY CENTER REACT CENTER (SB 1022) PROJECT DESCRIPTION**

This project will construct a Re-Entry and Enhanced Alternatives to Custodial Training (REACT) Center, which includes offender housing with Program and Administrative space within the footprint of the County's existing Public Safety Center (PSC) located at the northeast corner of Crows Landing Road and Service Road, in the City of Ceres. The project site is located on a 126.53 acre parcel with a City of Ceres general plan designation and zoning of "Community Facilities".

The REACT Center project will include up to 288 transitional housing facilities for up to 288 adult offenders, a security administration (control) center and all necessary circulation and common space. The facility will include Re-Entry and Jail Alternatives Administration. The proposed project will be dependent on the existing, adjacent facilities for several core operational components, including kitchen and laundry services; offender intake, release, and transportation and staff support space. The facilities are expected to be approximately 60,000 square feet.

The housing units will include a secure sally port entry, security control room, video visitation cubicles, showers, secure dayrooms, outdoor recreation space, re-therm kitchen, and numerous programs and training rooms. The housing units will also include program services space for adult education, religious services, counseling, self-help classes, mental health evaluations/classes, and other life-skills and job/career preparatory programs to help reduce recidivism and assist with rehabilitation.

The REACT project will provide services to the offender population under the Sheriff's jurisdiction, including post-release and out of custody/monitored release. The Project will include a public lobby and reception area, administration space, a processing area, classrooms, a multipurpose room and counseling rooms.

This project will include, but is not limited to, electrical, plumbing, mechanical, computerized heating, ventilation, air conditioning, security and fire protection systems. Approximately 60 parking spaces will be provided as part of this project for both staff and visitor parking. The maximum number of staffing and visitors, at any one time, are estimated to be 30 and 15, respectively. This project will also include all necessary and appropriate security fencing.

The PSC is part of 175.5 acres of County facilities annexed by the City of Ceres in June 2012 as part of the larger West Landing Specific Plan (WLSP) area. The PSC is currently developed with 918 beds and a total of up to 552 additional beds have already been approved but are not yet constructed (a total of 1,470 beds). With this project, the total number of PSC beds will be approximately 1,758. The certified Environmental Impact Report (EIR) for the WLSP

## **SB 1022 Project Description**

anticipated expansion of the PSC to a maximum of 1,892 beds, development beyond that which is being proposed, and no impacts associated directly with the proposed expansion were identified.

In addition to the most recent WLSP EIR, the PSC has been subject to several previous and substantial California Environmental Quality Act (CEQA) reviews. Those CEQA reviews include the 1989 Environmental Impact Report (EIR) for the original PSC Master Plan, 1990 supplemental EIR for the PSC, and a Mitigated Negative Declaration for the 2011 Master Plan Update (AB 900 expansion) certified on June 5, 2012. The proposed project falls within the parameters and assumptions used in previous CEQA reviews. The location of the project site is not in a sensitive environment and remains in the same condition as analyzed in previous CEQA reviews. The most recent WLSP EIR considered cumulative impacts with the PSC at a maximum bed capacity greater than this project and there are no unusual circumstances surrounding this project.

In accordance with adopted fee programs, the project will contribute its fair share towards cumulative traffic and circulation impacts in the WLSP area through the payment of the Local Traffic Impact Mitigation Fee that is imposed on all new development within the area. As required of the existing PSC, this project will incorporate the installation of backflow preventers to the City of Ceres' water supply system.

Based on the previous CEQA review of the PSC and the projects consistency with the general plan designation and zoning of "Community Facilities" analyzed in the certified WLSP EIR, there is certainty that this project will not have a significant effect on the environment and, as such, is not subject to further CEQA review (CEQA Guidelines Section 15061(b)(3)).

FILED

12 JUN -5 PM 2:23

STANISLAUS CO. CLERK-RECORDER

Isabel Romero

BY \_\_\_\_\_  
DEPUTY

STANISLAUS COUNTY  
DEPARTMENT OF PLANNING AND  
COMMUNITY DEVELOPMENT  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, California 95354

---

**NOTICE OF DETERMINATION**

Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code

---

**Project Title:** Stanislaus County Public Safety Center Expansion (State Clearinghouse No. 2012022064)

**Applicant Information:** Stanislaus County Chief Executive Office / 1010 10<sup>th</sup> Street, Suite 6800 / Modesto, CA 95354 / (209) 525-6333

**Project Location:** 200 – 450 Hackett Road, in the Ceres area (just east of Crows Landing and north of Service Road), Stanislaus County. APN: 086-015-014 and 015

**Description of Project:** Request to expand the existing Stanislaus County Public Safety Center inclusive of a jail expansion, related support facilities, and a new Community Corrections Center. The overall expansion would include an additional 648 beds and 116 additional staff located within approximately 234,388 square feet of new construction. Additionally, the project envisions buildout of an updated Master Plan that would include a maximum of 1,374 beds and support facilities within approximately 591,347 square feet. The facility is located on a 126.53± acre County-owned property.

**Name of Agency Approving Project:** Stanislaus County Board of Supervisors

**Lead Agency Contact Person:** Angela Freitas, Interim Director

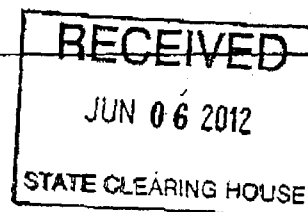
**Telephone:** (209) 525-6330

This is to advise that the Stanislaus County Board of Supervisors on **June 5, 2012**, has approved the above described project and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

The Mitigated Negative Declaration and record of project approval may be examined at:  
Stanislaus County Department of Planning and Community Development  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, California 95354

3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project.
5. A statement of Overriding Considerations was not adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.



**SB 1022 Adult Local Criminal Justice  
Facilities Construction Financing  
Program - Application**



**BOARD OF STATE AND COMMUNITY CORRECTIONS**  
**SB 1022**  
**ADULT LOCAL CRIMINAL JUSTICE FACILITIES**  
**CONSTRUCTION FINANCING PROGRAM**  
**PROPOSAL FORM**

**DRAFT**

*This document is not to be reformatted.*

**SECTION 1: PROJECT INFORMATION**

<b>A: APPLICANT INFORMATION AND PROPOSAL TYPE</b>				
<b>COUNTY NAME</b> Stanislaus		<b>STATE DOLLARS REQUESTED</b> \$ 40,000,000.00		
<b>SMALL COUNTY</b> (200,000 OR UNDER GENERAL COUNTY POPULATION) <input type="checkbox"/>	<b>MEDIUM COUNTY</b> (200,001 - 700,000 GENERAL COUNTY POPULATION) <input checked="" type="checkbox"/>	<b>LARGE COUNTY</b> (700,001 + GENERAL COUNTY POPULATION) <input type="checkbox"/>		
<b>TYPE OF PROPOSAL – PROGRAM SPACE PROPOSAL OR BEDS AND PROGRAM SPACE PROPOSAL</b> PLEASE CHECK ONE (ONLY):				
PROGRAM SPACE <input type="checkbox"/>		BEDS AND PROGRAM SPACE <input checked="" type="checkbox"/>		
<b>B: BRIEF PROJECT DESCRIPTION</b>				
<b>FACILITY NAME</b> Stanislaus County Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center				
<b>PROJECT DESCRIPTION</b> 288 Beds with Program Space and a REACT Center				
<b>STREET ADDRESS</b> 200 E. Hackett Rd.				
<b>CITY</b> Ceres	<b>STATE</b> CA	<b>ZIP CODE</b> 95307		
<b>C: SCOPE OF WORK – INDICATE FACILITY TYPE AND CHECK ALL BOXES THAT APPLY.</b>				
<b>FACILITY TYPE (II, III or IV)</b> III	<input checked="" type="checkbox"/> <b>NEW STAND-ALONE FACILITY</b>	<input type="checkbox"/> <b>RENOVATION/ REMODELING</b>	<input type="checkbox"/> <b>CONSTRUCTING BEDS OR OTHER SPACE AT EXISTING FACILITY</b>	
<b>D: BEDS CONSTRUCTED – Provide the number of BSCC-rated beds and non-rated special use beds that will be subject to construction as a result of the project, whether remodel/renovation or new construction.</b>				
	<b>A. MINIMUM SECURITY BEDS</b>	<b>B. MEDIUM SECURITY BEDS</b>	<b>C. MAXIMUM SECURITY BEDS</b>	<b>D. SPECIAL USE BEDS</b>
<b>Number of beds constructed</b>	192	96		
<b>TOTAL BEDS (A+B+C+D)</b>	288			



<b>E: APPLICANT'S AGREEMENT</b>			
By signing this application, the authorized person assures that: a) the County will abide by the laws, regulations, policies and procedures governing this financing program, and b) certifies that the information contained in this proposal form, budget, narrative and attachments is true and correct to the best of his/her knowledge.			
<b>PERSON AUTHORIZED TO SIGN AGREEMENT</b>			
NAME Patricia Hill Thomas		TITLE Chief Operations Officer	
AUTHORIZED PERSON'S SIGNATURE		DATE October 23, 2013	
<b>G: DESIGNATED COUNTY CONSTRUCTION ADMINISTRATOR</b>			
This person shall be responsible to oversee construction and administer the state/county agreements. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)			
<b>COUNTY CONSTRUCTION ADMINISTRATOR</b>			
NAME Patricia Hill Thomas		TITLE Chief Operations Officer	
DEPARTMENT Chief Executive Office		TELEPHONE NUMBER 209-525-6333	
STREET ADDRESS 1010 10 <sup>th</sup> Street, Suite 6800			
CITY Modesto	STATE California	ZIP CODE 95354	E-MAIL ADDRESS thomasp@stancounty.com
<b>H: DESIGNATED PROJECT FINANCIAL OFFICER</b>			
This person is responsible for all financial and accounting project related activities. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)			
<b>PROJECT FINANCIAL OFFICER</b>			
NAME Lauren Klein		TITLE Auditor-Controller	
DEPARTMENT Auditor-Controller		TELEPHONE NUMBER 209-525-6398	
STREET ADDRESS 1010 10 <sup>th</sup> Street, Suite 5100			
CITY Modesto	STATE California	ZIP CODE 95354	E-MAIL ADDRESS kleinl@stancounty.com
<b>I: DESIGNATED PROJECT CONTACT PERSON</b>			
This person is responsible for project coordination and day-to-day liaison work with BSCC. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)			
<b>PROJECT CONTACT PERSON</b>			
NAME Darrell Long		TITLE Programs Manager	
DEPARTMENT Chief Executive Office - Capital Project		TELEPHONE NUMBER 209-652-1178	
STREET ADDRESS 1010 10 <sup>th</sup> Street, Suite 2300			
CITY Modesto	STATE CA	ZIP CODE 95354	E-MAIL ADDRESS longda@stancounty.com

## SECTION 2: BUDGET SUMMARY

# DRAFT

### BUDGET SUMMARY INSTRUCTIONS

Definitions of total project costs for purposes of this program (state reimbursed, county cash contribution and county in-kind contribution) can be found in the Project Costs, State Reimbursement and County Contribution (Match) section of the Request for Proposals (RFP). The county cash and in-kind contributions are collectively the county contribution. Those defined costs in the RFP shall be the guide for accurately completing this budget summary section.

In the Budget Summary Table that follows in part B of this section, indicate the amount of state financing requested and the amount of cash and/or in-kind contributions allotted to each budget line-item, in total defining the total project costs. While it is necessary to fully include each eligible project cost for state reimbursed and county cash contribution line items, it is not necessary to include county in-kind contribution amounts. All other eligible costs are considered hard costs and are to be claimed under state reimbursed or county cash contribution.

Inclusion of the in-kind contribution amounts is optional and counties may choose whether or not to include any of the amounts eligible under each in-kind contribution line item. The in-kind contribution line items represent only county staff salaries and benefits, or current fair market value of land. An appraisal of land value will be required after conditional award (or with proposal submittal if the county is seeking funding preference under the real estate due diligence criterion), and only if land value is included as part of the county's contribution.

The total amount of state financing requested cannot exceed 90 percent of the total project costs. The county contribution must be a minimum of 10 percent of the total project costs (unless the applicant is a small county petitioning for a reduction in the county contribution amount). County contributions can be any combination of cash or in-kind project costs. Small counties that petition for a reduction in the contribution amount must provide a minimum of five percent contribution of the total project costs. Small counties requesting a reduction in county contribution must state so in part A of this section.

State financing limits (maximums) for all proposals are as follows:

- **\$80,000,000** for large counties;
- **\$40,000,000** for medium counties; and
- **\$20,000,000** for small counties.

**A. SMALL COUNTY PETITION FOR REDUCTION IN CONTRIBUTION**

A small county may petition the BSCC Board for a reduction in its county contribution. This proposal document will serve as the petition and the BSCC Board's acceptance of the county's contribution reduction, provided the county abides by all terms and conditions of this SB 1022 RFP process and receives a conditional award. Small counties requesting the reduction must still provide a minimum of five percent contribution that may be any combination of cash and/or in-kind contribution. If requesting a reduction in match contribution, check the box below to indicate the county's petition.

- This proposal includes a petition for a county contribution reduction request as reflected in the proposal budget.**

**B. BUDGET SUMMARY TABLE**  
(Report to nearest \$1000)

LINE ITEM	STATE REIMBURSED	CASH CONTRIBUTION	IN-KIND CONTRIBUTION	TOTAL
1. Construction	\$ 37,636,000	\$ 0		\$ 37,636,000
2. Additional Eligible Costs*	\$ 0	\$ 279,000		\$ 279,000
3. Architectural	\$ 1,640,000	\$ 402,000		\$ 2,042,000
4. Project/Construction Management	\$ 524,000	\$ 1,783,000		\$ 2,307,000
5. CEQA		\$ 0		\$ 0
6. State Agency Fees		\$ 51,000		\$ 51,000
7. Audit		\$ 15,000	\$ 0	\$ 15,000
8. Needs Assessment		\$ 16,000	\$ 0	\$ 16,000
9. Transition Planning		\$ 0	\$ 339,000	\$ 339,000
10. County Administration			\$ 1,560,000	\$ 1,560,000
11. Land Value			\$ 0	\$ 0
<b>TOTAL PROJECT COSTS</b>	<b>\$ 40,000,000</b>	<b>\$ 2,546,000</b>	<b>\$ 1,899,000</b>	<b>\$ 44,445,000</b>
<b>PERCENT OF TOTAL</b>	<b>90.00%</b>	<b>5.73%</b>	<b>4.27%</b>	<b>100.00 %</b>

\* Additional Eligible Costs: This line item is limited to specified fees and moveable equipment and moveable furnishings (eligible for state reimbursement or cash contribution), and public art (eligible for cash contribution only).

Provide an explanation below of how the dollar figures were determined for each of the budget line items above that contain dollar amounts. Every cash contribution (match) line item shall be included with a reporting of the full amount budgeted, unless a line item is not an actual cash contribution project cost for the county. (In that case, indicate so below.) For each line item explanation below, include how state financing and the county contribution dollar amounts have been determined and calculated (be specific).

1. **Construction (includes fixed equipment and furnishings):**  
Site work and design-build construction of a 288-bed transitional housing unit, with inmate programming space, administration space, video visitation and construction contingency for a total of \$37,636,000 from state financing sources.
2. **Additional Eligible Costs (specified allowable fees, moveable equipment and moveable furnishings, and public art):**
  - a) **Define each allowable fee type and the cost of each:** Consulting fee (\$23,000), Building Permits (\$34,000), Utility Connection Fees (\$127,000), Development Standard Requirement Fees (\$39,000), and Agency Public Facility Fees (\$56,000) for a total County cash contribution of \$279,000.

- b) **Moveable equipment and moveable furnishings total amount:** Included in Category 1, Construction
- c) **Public art total amount:** None
- 3. **Architectural:**
  - a) **Describe the county's current stage in the architectural process:** On October 15, 2013, the Board of Supervisors authorized the Project Manager to issue a Request for Proposals (RFP) for an architectural design-build bridging team for the project. The County will select a design-build architecture team, after award and project establishment by the State Public Works Board (SPWB).
  - b) **Given the approval requirements of the SPWB and associated state reimbursement parameters, define which portions/phases of the architectural services the county intends to seek state dollar reimbursement:** The County will seek reimbursement for the architectural design services to create performance criteria and concept drawings required by Title 15 and Title 24. Architectural services will not begin until after SPWB project establishment. The County intends to seek state dollar reimbursement of all portions / phases of the architectural services for a total use of state financing sources of \$1,640,000.
  - c) **Define the budgeted amount for what is described in b) above:** Of the Architectural budget, the state reimbursement is projected at \$1,640,000.
  - d) **Define which portion/phases of the architectural services the county intends to cover with county contribution dollars:** The County's design-related cash contribution is \$402,000. Of that amount, \$328,000 supplements the state reimbursement money for architectural services to provide performance criteria and concept drawings, and \$74,000 is for the cost of speciality design consultants.
  - e) **Define the budgeted amount for what is described in d) above:** The county has budgeted a cash contribution of \$402,000 for architectural services.
- 4. **Project/Construction Management:**

State reimbursement will be in the amount of \$524,000 for construction related code required testing firms. The County's cash contribution will be in the amount of \$1,783,000 for costs associated with County-provided construction management and independent speciality engineering services, outside construction management and geotechnical services.
- 5. **CEQA:**

The County Board of Supervisors approved a Notice of Exemption (NOE) that was filed with the County Clerk Recorder and State Clearinghouse on October 16, 2013. The action was ministerial and did not require the use of funds to complete.
- 6. **State Agency Fees (maximums: due diligence \$16,000; SFM \$35,000):**
  - a) **Real estate due diligence fee:** County has included in its budget the maximum amount to be charged by DGS - \$16,000.
  - b) **State Fire Marshal fee:** County has included in its budget the maximum amount to be charged by State Fire Marshal - \$35,000.
- 7. **Audit – Define whether the county is intending to use independent county auditor (in-kind) or services of contracted auditor (cash) and amount budgeted:**

It is anticipated that the County will spend \$15,000 (cash) to contract with a Certified Public Accountant to complete and prepare the financial audit of the project as required by the funding guidelines.
- 8. **Needs Assessment – Define whether work is performed by county staff (in-kind) or consultant (cash) :**

This work was contracted and performed by a consultant, Crout Criminal Justice

Consulting, LLC, at a cost of approximately \$16,000 (cash).

9. **Transition Planning – Define whether work is performed by county staff (in-kind) or consultant (cash):**

The County Sheriff's Office Transition team will develop policies and procedures, arrange supplies and services and manage the transition to the facility at a projected cost of \$339,000, paid for by County in-kind contribution.

10. **County Administration:**

County Administration will be fully funded by the County's in-kind contribution in the total amount of \$1,560,000. This budget line item includes direct County administration, construction inspectors, various operational County cost applied charges and the costs of building maintenance services.

11. **Land Value:**

The County is fully pledging the available land to the SB 1022 project without allocating any of that expense to County cash or in-kind contribution and is ready to proceed.

### SECTION 3: PROJECT TIMETABLE

Prior to completing this timetable, the county must consult with all appropriate county staff (e.g., county counsel, general services, public works, county administrator) to ensure that dates are achievable. Please consult the State Capital Outlay/Board of State and Community Corrections Process Details and Timing Requirements section of the RFP for further information. Complete the table below indicating start and completion dates for each key event, including comments if desired. Note the required timeframes for specific milestone activities in this SB 1022 process. (The BSCC Board intends to make conditional awards at a January 2014 meeting.)

KEY EVENTS	START DATES	COMPLETION DATES	COMMENTS
Site assurance/comparable long-term possession <u>within 90 days of award</u>	10/24/2013	10/24/2013	
Real estate due diligence package submitted <u>within 120 days of award</u>	10/24/2013	10/24/2013	
State Public Works Board meeting – Project Established <u>within 18 months of award</u>	1/20/2014	5/9/2014	
Schematic Design with Operational Program Statement <u>within 24 months of award</u> (design-bid-build projects)	7/8/2014	4/4/2015	N/A Design-Build Project
Performance criteria or performance criteria and concept drawings with Operational Program Statement <u>within 30 months of award</u> (design-build projects)	4/4/2015	11/11/2015	
Design Development (Preliminary drawings) with Staffing Plan		9/1/2016	N/A Design-Build Project
Staffing/Operating Cost Analysis approved by the Board of Supervisors	11/10/2015	2/2/2016	
Construction Documents (Working drawings)	6/10/2016	3/10/2017	
Construction Bids	4/30/2016	6/7/2016	Design-Build
Notice to Proceed <u>within 42 months of award</u>		6/10/2016	
Construction (maximum 3 years to complete)	11/10/2016	5/10/2018	
Staffing/Occupancy <u>within 90 days of completion</u>	5/10/2018	8/10/2018	

**SECTION 4: FACT SHEET**

To synopsize and capture key information from Section 5: Narrative, applicants must complete this Fact Sheet. Minimal information is requested. Narrative information or explanations are not to be included on this Fact Sheet nor as part of the tables in this section. Explanations of what is provided in these tables may be included in the Narrative section of the Proposal Form. Proposal narratives may include reference back to one or more of these specific tables (e.g., refer to Table 4 in the Fact Sheet), rather than repeat information in the narrative that is already provided in the tables.

Tables 1 through 7 below constitute the Fact Sheet, which shall be provided with each proposal submittal, without regard as to whether the proposal includes bed construction. These tables of information shall be used by the raters in conjunction with the information provided in the proposal narrative (see Narrative section of the Proposal Form).

The information requested in this Fact Sheet pertains to those facilities (Type II, III and IV), approaches and programs under the jurisdiction of the sheriff or local department of corrections.

Tables 1 – 4, 6 and 7: For Average Daily Population (ADP), provide the average number per day for the first six months of 2013. For programs that started after January 1, 2013, provide the average number per day for the length of time the program was in effect (after the name of the program, provide the starting date). The same time period parameters pertain to Assessments per Month. “Lack of space” releases in Table 1 refers to the total of non-sentenced inmates released and sentenced inmates released early.

Table 3: The term “approaches” includes home detention, not incarcerating misdemeanants, etc., or other policies/procedures and approaches that do not include specific measures influencing recidivism reduction.

Tables 4, 5 and 7: The term “programming” refers to the utilization of formal programs that specifically incorporate measures to influence recidivism reduction.

<b>Table 1: Provide the following information.</b>		
<b>1.</b>	<b>County general population</b>	514,453
<b>2.</b>	<b>Number of detention facilities</b>	2
<b>3.</b>	<b>BSCC-rated capacity of system</b>	1,130
<b>4.</b>	<b>ADP (Secure Detention) of system</b>	1,121
<b>5.</b>	<b>ADP (Alternatives to Detention) of system</b>	588
<b>6.</b>	<b>Percentage felony inmates of system</b>	97%



7.	Percentage non-sentenced inmates of system	78%
8.	Arrests per month	1,790
9.	Bookings per month of system	1,790
10.	"Lack of space" releases per month	622

**Table 2: Provide the name, BSCC-rated capacity (RC) and ADP of the adult detention facilities in your jurisdiction.**

Facility Name		RC	ADP
1.	Downtown Men's Jail	342	367
2.	Public Safety Center	894	718
3.			
4.			
5.			
6.			
7.			
8.			

**Table 3: List approaches currently in place to reduce the need for beds, and ADP for each.**

Pre-Trial Approaches		ADP
1.	Citations	12 (2,204)
2.	Jail Alternatives	588
3.	ORASPAT System Pretrial Assessment	3 (80)
4.		
5.		
6.		
Sentenced Offender Approaches		ADP
1.	3-Day Pass - 4018.6PC	14 (2,583)
2.	Accerated Release - (Currently @ 80%) - 4024.1PC	8.5 (1,527)
3.	Policy Changes (Jail Alternatives)	
4.		
5.		
6.		

<b>Table 4: List the current offender programming in place and the ADP in each program.</b>		
	<b>Pre-Trial Program</b>	<b>ADP</b>
1.	Day Reporting Facility	152
2.	Drug Court	43
3.		
4.		
5.		
6.		
	<b>Sentenced Offender Program</b>	<b>ADP</b>
1.	Jail Alternatives (AWP / HD / Sheriff's Parole)	588
2.	ICE Releases	1.16
3.		
4.		
5.		
6.		

<b>Table 5: List the offender programming gaps and deficiencies.</b>	
	<b>Gaps and Deficiencies</b>
1.	Re-entry Administrative & Monitoring Space
2.	Inmate Housing with insufficient programming space
3.	Limited Alternatives to incarceration opportunities
4.	
5.	
6.	

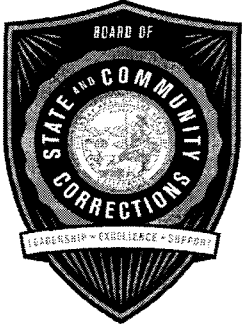
<b>Table 6: List the offender assessments used for the purpose of jail population management.</b>		
	<b>Assessment Tools</b>	<b>Assessments per Month</b>
1.	JMS Classification Assessment	1,418
2.	ORASPAT System Offender Assessment Tool	80
3.		
4.		
5.		
6.		

# DRAFT

**Table 7: List the offender assessments used for determining programming.**

	<b>Assessment Tools</b>	<b>Assessments per Month</b>
1.	JMS Classification Review	300
2.	Level of Service Inventory / Revise (LSI / R)	10
3.	Comprehensive Adult Student Assessment System (GED / Literacy)	15
4.	S.C.I.L.S. Program	20
5.		
6.		

**SB 1022 Adult Local Criminal Justice  
Facilities Construction Financing  
Program – Application**



**BOARD OF STATE AND COMMUNITY CORRECTIONS**  
**SB 1022**  
**ADULT LOCAL CRIMINAL JUSTICE FACILITIES**  
**CONSTRUCTION FINANCING PROGRAM**  
**PROPOSAL FORM**

**DRAFT**

*This document is not to be reformatted.*

**SECTION 1: PROJECT INFORMATION**

<b>A: APPLICANT INFORMATION AND PROPOSAL TYPE</b>				
COUNTY NAME Stanislaus		STATE DOLLARS REQUESTED \$ 40,000,000.00		
SMALL COUNTY (200,000 OR UNDER GENERAL COUNTY POPULATION) <input type="checkbox"/>	MEDIUM COUNTY (200,001 - 700,000 GENERAL COUNTY POPULATION) <input checked="" type="checkbox"/>	LARGE COUNTY (700,001 + GENERAL COUNTY POPULATION) <input type="checkbox"/>		
TYPE OF PROPOSAL – PROGRAM SPACE PROPOSAL <u>OR</u> BEDS AND PROGRAM SPACE PROPOSAL PLEASE CHECK ONE (ONLY):				
PROGRAM SPACE <input type="checkbox"/>		BEDS AND PROGRAM SPACE <input checked="" type="checkbox"/>		
<b>B: BRIEF PROJECT DESCRIPTION</b>				
FACILITY NAME Stanislaus County Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center				
PROJECT DESCRIPTION 288 Beds with Program Space and a REACT Center				
STREET ADDRESS 200 E. Hackett Rd.				
CITY Ceres		STATE CA	ZIP CODE 95307	
<b>C. SCOPE OF WORK – INDICATE FACILITY TYPE AND CHECK ALL BOXES THAT APPLY.</b>				
FACILITY TYPE (II, III or IV) III	<input checked="" type="checkbox"/> NEW STAND-ALONE FACILITY	<input type="checkbox"/> RENOVATION/ REMODELING	<input type="checkbox"/> CONSTRUCTING BEDS OR OTHER SPACE AT EXISTING FACILITY	
<b>D. BEDS CONSTRUCTED – Provide the number of BSCC-rated beds and non-rated special use beds that will be subject to construction as a result of the project, whether remodel/renovation or new construction.</b>				
	A. MINIMUM SECURITY BEDS	B. MEDIUM SECURITY BEDS	C. MAXIMUM SECURITY BEDS	D. SPECIAL USE BEDS
Number of beds constructed	192	96		
TOTAL BEDS (A+B+C+D)	288			

**E: APPLICANT'S AGREEMENT**

By signing this application, the authorized person assures that: a) the County will abide by the laws, regulations, policies and procedures governing this financing program, and b) certifies that the information contained in this proposal form, budget, narrative and attachments is true and correct to the best of his/her knowledge.

**PERSON AUTHORIZED TO SIGN AGREEMENT**

NAME Patricia Hill Thomas TITLE Chief Operations Officer

AUTHORIZED PERSON'S SIGNATURE DATE  
October 23, 2013

**G: DESIGNATED COUNTY CONSTRUCTION ADMINISTRATOR**

This person shall be responsible to oversee construction and administer the state/county agreements. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)

**COUNTY CONSTRUCTION ADMINISTRATOR**

NAME Patricia Hill Thomas TITLE Chief Operations Officer

DEPARTMENT TELEPHONE NUMBER  
Chief Executive Office 209-525-6333

STREET ADDRESS  
1010 10<sup>th</sup> Street, Suite 6800

CITY STATE ZIP CODE E-MAIL ADDRESS  
Modesto California 95354 thomasp@stancounty.com

**H: DESIGNATED PROJECT FINANCIAL OFFICER**

This person is responsible for all financial and accounting project related activities. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)

**PROJECT FINANCIAL OFFICER**

NAME Lauren Klein TITLE Auditor-Controller

DEPARTMENT TELEPHONE NUMBER  
Auditor-Controller 209-525-6398

STREET ADDRESS  
1010 10<sup>th</sup> Street, Suite 5100

CITY STATE ZIP CODE E-MAIL ADDRESS  
Modesto California 95354 kleinl@stancounty.com

**I: DESIGNATED PROJECT CONTACT PERSON**

This person is responsible for project coordination and day-to-day liaison work with BSCC. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)

**PROJECT CONTACT PERSON**

NAME Darrell Long TITLE Programs Manager

DEPARTMENT TELEPHONE NUMBER  
Chief Executive Office - Capital Project 209-652-1178

STREET ADDRESS  
1010 10<sup>th</sup> Street, Suite 2300

CITY STATE ZIP CODE E-MAIL ADDRESS  
Modesto CA 95354 longda@stancounty.com

## SECTION 2: BUDGET SUMMARY

# DRAFT

### BUDGET SUMMARY INSTRUCTIONS

Definitions of total project costs for purposes of this program (state reimbursed, county cash contribution and county in-kind contribution) can be found in the Project Costs, State Reimbursement and County Contribution (Match) section of the Request for Proposals (RFP). The county cash and in-kind contributions are collectively the county contribution. Those defined costs in the RFP shall be the guide for accurately completing this budget summary section.

In the Budget Summary Table that follows in part B of this section, indicate the amount of state financing requested and the amount of cash and/or in-kind contributions allotted to each budget line-item, in total defining the total project costs. While it is necessary to fully include each eligible project cost for state reimbursed and county cash contribution line items, it is not necessary to include county in-kind contribution amounts. All other eligible costs are considered hard costs and are to be claimed under state reimbursed or county cash contribution.

Inclusion of the in-kind contribution amounts is optional and counties may choose whether or not to include any of the amounts eligible under each in-kind contribution line item. The in-kind contribution line items represent only county staff salaries and benefits, or current fair market value of land. An appraisal of land value will be required after conditional award (or with proposal submittal if the county is seeking funding preference under the real estate due diligence criterion), and only if land value is included as part of the county's contribution.

The total amount of state financing requested cannot exceed 90 percent of the total project costs. The county contribution must be a minimum of 10 percent of the total project costs (unless the applicant is a small county petitioning for a reduction in the county contribution amount). County contributions can be any combination of cash or in-kind project costs. Small counties that petition for a reduction in the contribution amount must provide a minimum of five percent contribution of the total project costs. Small counties requesting a reduction in county contribution must state so in part A of this section.

State financing limits (maximums) for all proposals are as follows:

- **\$80,000,000** for large counties;
- **\$40,000,000** for medium counties; and
- **\$20,000,000** for small counties.

**A. SMALL COUNTY PETITION FOR REDUCTION IN CONTRIBUTION**

A small county may petition the BSCC Board for a reduction in its county contribution. This proposal document will serve as the petition and the BSCC Board's acceptance of the county's contribution reduction, provided the county abides by all terms and conditions of this SB 1022 RFP process and receives a conditional award. Small counties requesting the reduction must still provide a minimum of five percent contribution that may be any combination of cash and/or in-kind contribution. If requesting a reduction in match contribution, check the box below to indicate the county's petition.

- This proposal includes a petition for a county contribution reduction request as reflected in the proposal budget.**



**B. BUDGET SUMMARY TABLE**  
(Report to nearest \$1000)

LINE ITEM	STATE REIMBURSED	CASH CONTRIBUTION	IN-KIND CONTRIBUTION	TOTAL
1. Construction	\$ 37,636,000	\$ 0		\$ 37,636,000
2. Additional Eligible Costs*	\$ 0	\$ 279,000		\$ 279,000
3. Architectural	\$ 1,640,000	\$ 402,000		\$ 2,042,000
4. Project/Construction Management	\$ 524,000	\$ 1,783,000		\$ 2,307,000
5. CEQA		\$ 0		\$ 0
6. State Agency Fees		\$ 51,000		\$ 51,000
7. Audit		\$ 15,000	\$ 0	\$ 15,000
8. Needs Assessment		\$ 16,000	\$ 0	\$ 16,000
9. Transition Planning		\$ 0	\$ 339,000	\$ 339,000
10. County Administration			\$ 1,560,000	\$ 1,560,000
11. Land Value			\$ 0	\$ 0
<b>TOTAL PROJECT COSTS</b>	<b>\$ 40,000,000</b>	<b>\$ 2,546,000</b>	<b>\$ 1,899,000</b>	<b>\$ 44,445,000</b>
<b>PERCENT OF TOTAL</b>	<b>90.00%</b>	<b>5.73%</b>	<b>4.27%</b>	<b>100.00 %</b>

\* Additional Eligible Costs: This line item is limited to specified fees and moveable equipment and moveable furnishings (eligible for state reimbursement or cash contribution), and public art (eligible for cash contribution only).

Provide an explanation below of how the dollar figures were determined for each of the budget line items above that contain dollar amounts. Every cash contribution (match) line item shall be included with a reporting of the full amount budgeted, unless a line item is not an actual cash contribution project cost for the county. (In that case, indicate so below.) For each line item explanation below, include how state financing and the county contribution dollar amounts have been determined and calculated (be specific).

1. **Construction (includes fixed equipment and furnishings):**  
Site work and design-build construction of a 288-bed transitional housing unit, with inmate programming space, administration space, video visitation and construction contingency for a total of \$37,636,000 from state financing sources.
2. **Additional Eligible Costs (specified allowable fees, moveable equipment and moveable furnishings, and public art):**
  - a) **Define each allowable fee type and the cost of each:** Consulting fee (\$23,000), Building Permits (\$34,000), Utility Connection Fees (\$127,000), Development Standard Requirement Fees (\$39,000), and Agency Public Facility Fees (\$56,000) for a total County cash contribution of \$279,000.

b) **Moveable equipment and moveable furnishings total amount:** Included in Category 1, Construction

c) **Public art total amount:** None

3. **Architectural:**

a) **Describe the county's current stage in the architectural process:** On October 15, 2013, the Board of Supervisors authorized the Project Manager to issue a Request for Proposals (RFP) for an architectural design-build bridging team for the project. The County will select a design-build architecture team, after award and project establishment by the State Public Works Board (SPWB).

b) **Given the approval requirements of the SPWB and associated state reimbursement parameters, define which portions/phases of the architectural services the county intends to seek state dollar reimbursement:**

The County will seek reimbursement for the architectural design services to create performance criteria and concept drawings required by Title 15 and Title 24. Architectural services will not begin until after SPWB project establishment. The County intends to seek state dollar reimbursement of all portions / phases of the architectural services for a total use of state financing sources of \$1,640,000.

c) **Define the budgeted amount for what is described in b) above:** Of the Architectural budget, the state reimbursement is projected at \$1,640,000.

d) **Define which portion/phases of the architectural services the county intends to cover with county contribution dollars:** The County's design-related cash contribution is \$402,000. Of that amount, \$328,000 supplements the state reimbursement money for architectural services to provide performance criteria and concept drawings, and \$74,000 is for the cost of speciality design consultants.

e) **Define the budgeted amount for what is described in d) above:** The county has budgeted a cash contribution of \$402,000 for architectural services.

4. **Project/Construction Management:**

State reimbursement will be in the amount of \$524,000 for construction related code required testing firms. The County's cash contribution will be in the amount of \$1,783,000 for costs associated with County-provided construction management and independent speciality engineering services, outside construction management and geotechnical services.

5. **CEQA:**

The County Board of Supervisors approved a Notice of Exemption (NOE) that was filed with the County Clerk Recorder and State Clearinghouse on October 16, 2013. The action was ministerial and did not require the use of funds to complete.

6. **State Agency Fees (maximums: due diligence \$16,000; SFM \$35,000):**

a) **Real estate due diligence fee:** County has included in its budget the maximum amount to be charged by DGS - \$16,000.

b) **State Fire Marshal fee:** County has included in its budget the maximum amount to be charged by State Fire Marshal - \$35,000.

7. **Audit – Define whether the county is intending to use independent county auditor (in-kind) or services of contracted auditor (cash) and amount budgeted:**

It is anticipated that the County will spend \$15,000 (cash) to contract with a Certified Public Accountant to complete and prepare the financial audit of the project as required by the funding guidelines.

8. **Needs Assessment – Define whether work is performed by county staff (in-kind) or consultant (cash) :**

This work was contracted and performed by a consultant, Crout Criminal Justice

Consulting, LLC, at a cost of approximately \$16,000 (cash).

9. **Transition Planning – Define whether work is performed by county staff (in-kind) or consultant (cash):**

The County Sheriff's Office Transition team will develop policies and procedures, arrange supplies and services and manage the transition to the facility at a projected cost of \$339,000, paid for by County in-kind contribution.

10. **County Administration:**

County Administration will be fully funded by the County's in-kind contribution in the total amount of \$1,560,000. This budget line item includes direct County administration, construction inspectors, various operational County cost applied charges and the costs of building maintenance services.

11. **Land Value:**

The County is fully pledging the available land to the SB 1022 project without allocating any of that expense to County cash or in-kind contribution and is ready to proceed.

### SECTION 3: PROJECT TIMETABLE

Prior to completing this timetable, the county must consult with all appropriate county staff (e.g., county counsel, general services, public works, county administrator) to ensure that dates are achievable. Please consult the State Capital Outlay/Board of State and Community Corrections Process Details and Timing Requirements section of the RFP for further information. Complete the table below indicating start and completion dates for each key event, including comments if desired. Note the required timeframes for specific milestone activities in this SB 1022 process. (The BSCC Board intends to make conditional awards at a January 2014 meeting.)

KEY EVENTS	START DATES	COMPLETION DATES	COMMENTS
Site assurance/comparable long-term possession <u>within 90 days of award</u>	10/24/2013	10/24/2013	
Real estate due diligence package submitted <u>within 120 days of award</u>	10/24/2013	10/24/2013	
State Public Works Board meeting – Project Established <u>within 18 months of award</u>	1/20/2014	5/9/2014	
Schematic Design with Operational Program Statement <u>within 24 months of award</u> (design-bid-build projects)	7/8/2014	4/4/2015	N/A Design-Build Project
Performance criteria or performance criteria and concept drawings with Operational Program Statement <u>within 30 months of award</u> (design-build projects)	4/4/2015	11/11/2015	
Design Development (Preliminary drawings) with Staffing Plan		9/1/2016	N/A Design-Build Project
Staffing/Operating Cost Analysis approved by the Board of Supervisors	11/10/2015	2/2/2016	
Construction Documents (Working drawings)	6/10/2016	3/10/2017	
Construction Bids	4/30/2016	6/7/2016	Design-Build
Notice to Proceed <u>within 42 months of award</u>		6/10/2016	
Construction (maximum 3 years to complete)	11/10/2016	5/10/2018	
Staffing/Occupancy <u>within 90 days of completion</u>	5/10/2018	8/10/2018	

## SECTION 4: FACT SHEET

To synthesize and capture key information from Section 5: Narrative, applicants must complete this Fact Sheet. Minimal information is requested. Narrative information or explanations are not to be included on this Fact Sheet nor as part of the tables in this section. Explanations of what is provided in these tables may be included in the Narrative section of the Proposal Form. Proposal narratives may include reference back to one or more of these specific tables (e.g., refer to Table 4 in the Fact Sheet), rather than repeat information in the narrative that is already provided in the tables.

Tables 1 through 7 below constitute the Fact Sheet, which shall be provided with each proposal submittal, without regard as to whether the proposal includes bed construction. These tables of information shall be used by the raters in conjunction with the information provided in the proposal narrative (see Narrative section of the Proposal Form).

The information requested in this Fact Sheet pertains to those facilities (Type II, III and IV), approaches and programs under the jurisdiction of the sheriff or local department of corrections.

Tables 1 – 4, 6 and 7: For Average Daily Population (ADP), provide the average number per day for the first six months of 2013. For programs that started after January 1, 2013, provide the average number per day for the length of time the program was in effect (after the name of the program, provide the starting date). The same time period parameters pertain to Assessments per Month. “Lack of space” releases in Table 1 refers to the total of non-sentenced inmates released and sentenced inmates released early.

Table 3: The term “approaches” includes home detention, not incarcerating misdemeanants, etc., or other policies/procedures and approaches that do not include specific measures influencing recidivism reduction.

Tables 4, 5 and 7: The term “programming” refers to the utilization of formal programs that specifically incorporate measures to influence recidivism reduction.

<b>Table 1: Provide the following information.</b>		
<b>1.</b>	<b>County general population</b>	514,453
<b>2.</b>	<b>Number of detention facilities</b>	2
<b>3.</b>	<b>BSCC-rated capacity of system</b>	1,130
<b>4.</b>	<b>ADP (Secure Detention) of system</b>	1,121
<b>5.</b>	<b>ADP (Alternatives to Detention) of system</b>	588
<b>6.</b>	<b>Percentage felony inmates of system</b>	97%

7.	Percentage non-sentenced inmates of system	78%
8.	Arrests per month	1,790
9.	Bookings per month of system	1,790
10.	"Lack of space" releases per month	622

**Table 2: Provide the name, BSCC-rated capacity (RC) and ADP of the adult detention facilities in your jurisdiction.**

Facility Name		RC	ADP
1.	Downtown Men's Jail	342	367
2.	Public Safety Center	894	718
3.			
4.			
5.			
6.			
7.			
8.			

**Table 3: List approaches currently in place to reduce the need for beds, and ADP for each.**

Pre-Trial Approaches		ADP	
1.	Citations	12	(2,204)
2.	Jail Alternatives	588	
3.	ORASPAT System Pretrial Assessment	3	(80)
4.			
5.			
6.			
Sentenced Offender Approaches		ADP	
1.	3-Day Pass - 4018.6PC	14	(2,583)
2.	Accerated Release - (Currently @ 80%) - 4024.1PC	8.5	(1,527)
3.	Policy Changes (Jail Alternatives)		
4.			
5.			
6.			

<b>Table 4: List the current offender programming in place and the ADP in each program.</b>		
	<b>Pre-Trial Program</b>	<b>ADP</b>
1.	Day Reporting Facility	152
2.	Drug Court	43
3.		
4.		
5.		
6.		
	<b>Sentenced Offender Program</b>	<b>ADP</b>
1.	Jail Alternatives (AWP / HD / Sheriff's Parole)	588
2.	ICE Releases	1.16
3.		
4.		
5.		
6.		

<b>Table 5: List the offender programming gaps and deficiencies.</b>	
	<b>Gaps and Deficiencies</b>
1.	Re-entry Administrative & Monitoring Space
2.	Inmate Housing with insufficient programming space
3.	Limited Alternatives to incarceration opportunities
4.	
5.	
6.	

<b>Table 6: List the offender assessments used for the purpose of jail population management.</b>		
	<b>Assessment Tools</b>	<b>Assessments per Month</b>
1.	JMS Classification Assessment	1,418
2.	ORASPAT System Offender Assessment Tool	80
3.		
4.		
5.		
6.		

# DRAFT

**Table 7: List the offender assessments used for determining programming.**

	<b>Assessment Tools</b>	<b>Assessments per Month</b>
1.	JMS Classification Review	300
2.	Level of Service Inventory / Revise (LSI / R)	10
3.	Comprehensive Adult Student Assessment System (GED / Literacy)	15
4.	S.C.I.L.S. Program	20
5.		
6.		



**A. PROJECT NEED**

**Bed Construction**

**B: 1.01 Describe the findings of the needs assessment completed by the county.**

The 2013 Updated Needs Assessment identifies a clear need for the addition of 342 adult detention beds and program space and calls for the closure of the antiquated Main Jail in Downtown Modesto. Stanislaus County has a demonstrated need and a demonstrated ability to effectively partner with the State of California to aggressively construct modern, safe, program-based jail housing in response to the State's realignment of prison inmates and parolees to the County by seeking \$40 million in SB 1022 Jail Construction Funding. The Proposed Project is a Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center with a 288 bed transitional housing facility. Stanislaus County has a proven track record; we completed the first State Lease Revenue Bond Project, the Stanislaus County Juvenile Justice Commitment Center, in June, 2013, both on schedule and under budget! The need in our community is real and the safety of our community is at stake. The Stanislaus County Board of Supervisors has appropriated the required \$4,445,000 cash match for a \$40 million award, should Stanislaus County be selected to once again partner with the State on providing critically-needed public safety facilities.

The Updated Stanislaus County Jail Needs Assessment-2013 (NA) demonstrates the urgent need for modern safe, detention facilities, focused on rehabilitative programs to reduce recidivism and seeks SB 1022 funding to respond to the challenging, dynamic shift in public safety. Today, between 70% and 80% of the sentences given to local offenders are not served due to the lack of local capacity, resulting in the forced early release of sentenced inmates for crimes that threaten our community's safety, such as burglary, auto theft, drug offenses and violations of parole, to name a few.

The County's intent to partner with the State of California is demonstrated by compliance with the one Mandatory Preference Criterion #1 Adequate County Contribution Funds: the cash match for

**the SB 1022 program has been fully funded by the Stanislaus County Board of Supervisors (the Board of Supervisors Resolution is attached)** and the three remaining Preference Criteria: **Real Estate Due Diligence: Complete; CEQA Compliance: Complete** (Past CEQA reviews and analysis encompassed the scope of the proposed SB 1022 Project and a final Notice of Exemption (NOE) was filed with the State Clearing House on October 16, 2013); **Authorization of Project Documents: Complete.**

The **NA** sets forth the plan for Stanislaus County to implement the State's public safety realignment to provide appropriate program-based facilities to relieve the State's overcrowded prison system and meet critical local detention needs. At the County's request, Crout Criminal Justice Consulting completed the NA, which highlights the two most critical needs for the Stanislaus County Jail System:

1. The urgent need for inmate programming space, with focus on community reentry and reduction of recidivism, reflective of the radical change in inmate demographics in the jail system as a result of the State's realignment; and
2. The critical need for an additional 288 beds to be constructed at the Public Safety Center (PSC) site to assist the Sheriff in the closure of the antiquated Downtown Men's Jail and centralizing all inmates and associated services at the PSC campus for the safety of our community, our staff and the inmates.

Stanislaus County has a rich history of providing meaningful inmate programs for over thirty years. The Sheriff's Department, in conjunction with other local City, County and community stakeholders, including school districts and law enforcement agencies, has been recognized for these programs by State and national organizations. With the significant shift of offenders to local incarceration and probation, appropriate program-based facilities are needed, as detailed in the NA, for enhanced programs. The NA also calls for further enhancement in jail alternative services. In short, Stanislaus County has a plan to address these needs, **but lacks the appropriate and safe facilities for in-custody and re-entry program services.**

**B: 1.02 Provide a county jail system overview (e.g.; capacity, ADP and other relevant factors), including a description of other current or planned construction. If the county has an AB 900**

**award(s), indicate such and identify the number of beds to be constructed and current stage of planning or construction for this project(s).**

The County is facing a tremendous demand for additional inmate housing with program space. The current shortage of this type of bed, as well as the projected inmate increase and the impact of the State's Realignment Plan, has presented a serious operational challenge as the County attempts to proactively manage inmates into the future. The County must focus all future planning on closing the gap in the need for this type of bed.

At the beginning of the 2013-14 Fiscal Year, the Stanislaus County Sheriff's Department managed three separate adult detention facilities as elements of its detention system, including:

- The PSC, which is located in suburban Ceres and has operated since its construction in 1992 with a "direct supervision" model bed space of 726.
- The Men's Jail, which is located in downtown Modesto and has operated since its construction in 1955 with a maximum "linear" bed space of 396. Appendix XXX details the deplorable aging condition of this facility that must be closed.
- The Men's Honor Farm, which is located in rural West Stanislaus County and has operated since the 1940's and last had a maximum "dormitory/camp" bed space of 43 double-bunked inmate beds for a total of 86 beds. As a result of a fire, this facility was closed in August 2013 and replaced with a modern minimum security facility at the County's PSC.

The average daily population for the detention system is 1,121, with an average of 588 participants assigned to existing jail alternative programs. A sample inmate population profile and classification breakout is included as Appendix XXX.

Stanislaus County was the highest-ranked, medium-sized County in 2011 for offenders sent to State Prison and as a result of this ranking and our readiness to proceed, received an \$80 million AB 900 Phase II Construction Award. Stanislaus County was the first AB 900 Phase II project in the State to obtain State Public

Works Board approval of its Scope, Cost and Schedule on September 11, 2012. Final design will be submitted to the State Agencies on October 30, 2013 and includes two 192-bed medium/maximum housing units; one 72-bed medical and special housing unit; and a Programs/Day Reporting Center (DRC) managed by the County Probation Department for AB 109 and SB 678 offenders. A companion County-funded project for a Sheriff's Office Administration and Intake/Release/Transportation project will be located adjacent to the newly constructed AB 900 Phase II proposed housing expansion. This companion project is needed to fully implement the AB 900 Phase II expansion and uses all of the remaining funds the County has collected since 1990 from locally collected Public Facility Fees to fund this urgently needed replacement and expansion. Final design for this companion project will also be submitted for State review on October 30, 2013.

***Even with this major expansion, the most significant in nearly 25 years, there remains an urgent need for additional and replacement facilities, particularly to meet the new demands of today's inmates and offenders, many of whom are more dangerous, with significant mental health and substance abuse issues and were previously sentenced to State Prison and Parolee programs.***

**B: 1.03 Describe the system issues anticipated to be remedied by the new construction, such as: overcrowding, medical, or mental health beds.**

The Stanislaus County SB 1022 Adult Local Criminal Justice Facilities Project will improve and significantly modernize and enhance the Jail Facilities to provide for:

- Enhancement of Jail Alternative Programming services;
- In-custody Treatment, Counseling and Re-entry Preparation Services; and
- Construction of beds and programs to move the County significantly closer to the closure of the nearly 60 year old antiquated, linear Downtown Men's Jail.

***Our goal is to reduce recidivism and ensure the public's safety.*** Using the 2007 and 2011 Needs Assessments as a starting point, the 2013 NA determined that the Stanislaus County Sheriff's Office, in concert with the Jail Alternatives and Reentry partners (JAR), must focus on enhancing current programs and

services to include pre-sentenced, post-booking and reentry/transitioning populations, while striving to expand the continuum of resources that extend outside of the secure perimeter of the jails and that currently do not exist. This plan will construct new program space within the secure perimeter of the PSC that links with the Stanislaus County Probation Department's DRC.

- Construct up to 288 replacement beds at the PSC with associated and appropriately enhanced program space to meet the needs of today's jail populations, particularly in response to the State's realignment.
- Moving the County much closer to permanently closing the old antiquated Downtown Men's Jail, thereby consolidating all of the jail population at the PSC. The Men's Jail would only remain for some Court holding, until the new Courthouse planned in downtown Modesto is completed in the coming years.
- Develop evidence-based programs to enhance the current alternatives to incarceration.
- Develop a comprehensive programs delivery process, focusing on successful reentry into the community.

**B: 1.04 Describe the current trends in the number of arrests, bookings, releases due to lack of space and other relevant factors as they relate to the need for beds.**

The County Sheriff uses multiple procedures to manage detention capacity proactively, including the use of field citations. In order to help manage the detention population, the Sheriff's Department established the citation release procedure in June 2010. While the number of non-sentenced inmates has remained relatively level since June 2010, the **number of sentenced inmates being released early has shown a strong upward movement** in the last twelve months. This may be due to the impact of AB 109 inmates, most of whom are sentenced, which causes the County to release other sentenced inmates to make bed space available. Currently sentenced offenders are serving less than 20% of their sentence due to capacity limitations.

Appendix XXX illustrates that while there are some monthly variations, the number of releases due to a lack of capacity remains very high when compared with the Average Daily Population (ADP). Consequently, while the ADP has remained somewhat constant during this period of time, the stress on the system to

provide arrestees with beds remains constant as well. The **Average Length of Stay (ALS)** is another factor that influences the burden on the Jail System to meet its demands. As demonstrated by the ADP, in 2007 the ALS suddenly spiked and reached its highest level. It is anticipated that the ALS for AB 109 inmates will be so significant that, without adding new beds to the Jail System, inmates are being released early. For example, one AB 109 inmate who has an ALS of 90 days will displace three inmates who have an ALS of 30 days each.

Bookings into the Jail System have been indicative of **pressure on the system to accommodate new inmates**. Bookings were depressed between 2007 and 2011 due to the Sheriff asking law enforcement agencies to increase their use of the citation release process. In 2013, bookings began increasing to levels experienced ten years ago and are nearly 2,000 more than in 2011.

Since the new PSC opened in 1992, the demographics of the inmate population have shifted to higher classification levels. Alternative programming and early releases have contributed to this phenomenon by channeling the lowest security inmates away from incarceration and into other community programs. Further, unsentenced and longer-term inmates requiring more secure housing do not have access to program options due to lack of space and services at the Men's Jail and PSC at this time.

While the ADP has been slowly increasing, the severity of inmate classification has increased dramatically. Consequently, many inmates who should be housed in maximum-security beds are instead housed in medium-security beds, neither of which is capable of supporting appropriate programming service areas. The key ingredient missing in our system, regardless of the type of bed needed within our facilities, is the need for program space to service the wide variety of inmate classifications currently being incarcerated.

**B: 1.05 Discuss the current approach to reducing the need for beds, including programs and alternatives to incarceration.**

The Men's Jail is **grossly inadequate to provide program space for inmates**. The County is in the planning phase of constructing new maximum-security housing units, a medical/ mental health unit and other functional use areas at the PSC site, which will be primarily funded by AB 900 Phase II funds. This Project will

address the very serious deficiencies in maximum-security beds and mental health jail beds noted in the 2007 and the 2011 Needs Assessments and provide additional program areas as well; but, unfortunately, ***falls way short of resolving other critical detention facility needs in our County.*** The current AB 900 Phase II plan ***will not give the County the ability to close the Men's Jail,*** move all its inmates to the PSC campus in order to abandon a dilapidated jail, and have access to the program space that is critically needed to meet state and community expectations for a safe community. For years, the Stanislaus County Grand Jury has publicly called for the closure of the Men's Jail. ***The realignment of State prisoners to the local detention system now demands its closure due to the lack of program space and its constant threat of self-closure due to the aging infrastructure and systems.***

**B: 1.06 Provide data showing the effectiveness/impacts of these alternatives.**

***The effectiveness and impacts of the Jail Alternative Program have suffered measurably by the forced inmate population reductions created by insufficient bed space capacity.*** As detailed in the NA, eligible inmates are either being released to Jail Alternatives or viable services and space do not currently exist at facilities with inmates of higher classification levels. For example, in the first six months of 2013, 1,087 participants were processed through Jail Alternatives Programs. In that same time period, staff reported 499 persons failed, leaving only 588 active participants during that time period. Those remaining have no motivation to actively participate; consequently, they continually fail to appear; generate a large warrant cache and continue to serve as a threat to our public's safety and a burden on law enforcement.

**B: 1.07 Describe any plans underway, or future plans, to implement alternatives to incarceration and their anticipated results.**

The Stanislaus County Sheriff's Office and the JAR are focused and determined to enhance the alternative to incarceration programs provided within the Jail Facilities, together with a continuum of resources that ***must*** extend outside of the secure perimeter of the jails to make real and significant changes to the high rate of recidivism and despair in our community:

- Further develop evidence-based programs and enhance the current alternatives to incarceration.
- Develop a comprehensive program to focus on successful reentry of the jail population into the community. This plan, similar to an Individual Education Plan, could begin at pre-arraignment, be initiated at booking, and allow for an up-to-72-hour evaluation process that will follow each inmate as they progress through the various new and existing jail programs.
- Construct new alternatives to incarceration program space outside the secure perimeter, adjacent to the SB 1022 Project.

### **Program Space Construction**

#### **PS: 1.01 Describe the process for determining the need for program space.**

Stanislaus County is proud of its efforts to provide viable programming services to in-custody adults. For more than a decade, Stanislaus County has been successful in partnering with other agencies to provide in-custody program services. In the past, much success has come from stakeholder and community partner meetings where over 100 people were broken into 10 stakeholder-work groups who analyzed and brainstormed a summary of common variables and strategies. These were narrowed in priority down to six action plans. Some of these strategies included: Separate Housing for in-custody participants, Expansion of Effective and Attractive Programs, Transitional Aftercare, Re-entry Housing and Services, Family Involvement and Personal Support, Program Dissemination and Orientation, and Broadening Personal Services and Providers.

Due to changes in the types of persons being incarcerated, the forced reduction of available bed space, the overall need for programming space and reductions in funding assistance, the plan could not be fully implemented. We continue to offer programs with the help of volunteers and long-time, loyal program providers. We are poised to initiate this plan to enhance current program services and jail alternatives. We are ready to provide alternatives to incarceration programming to in-custody and Sheriff's early release



inmates through the SB 1022 Project. This project will provide program space and offender transitional housing for a ***Reentry and Enhanced Alternatives to Custody Training Center (REACT)***.

***Stanislaus County is prepared to face the actions brought on by the effects of realignment and is anxious to enrich our abilities to provide options for incarcerated person as to better their lives and, thereby, enhance the safety and security of our community....***

**PS: 1.02 Describe the current approach to offender programming (i.e., use of current program space, types of programs, and services) for custody and non-custody offenders.**

The Sheriff's Department attempts to provide programs at the PSC housing units without adequate program space, converting former laundry rooms and storerooms to makeshift program space. There is also an aging modular facility inside the secure perimeter of the PSC to provide programs to inmates in housing units that do not have other program space. Currently, there is no space for programs at the Men's Jail. The modular facility inside the secure perimeter of the PSC is where Stanislaus County provides the "Sheriff's Custody Institute and Life Skills" (SCILS) program. SCILS is a 60-day, open-ended program addressing the needs of up to 20 students per session. Stanislaus County also provides vocational experiences, such as welding and landscaping to facilitate job preparedness and placement. Appendix XXX contains a full list of programs and providers. When properly funded, all inmates in the Sheriff's Detention Center will be offered the opportunity and training to enhance their lives and reduce the burden to our community.

***Recidivism remains a chronic issue*** with incarcerated persons who reenter our community in Stanislaus County. There remains much to be done on "both sides of the bars." It is hoped that those released return to their families and the community and continue to seek help to fully recover. Those being released are not the worst offenders; but without the proper help, staff projects that 75% will re-offend within one to three years. The level of poverty in Stanislaus County, where one in three citizens is on some form of public aid with an unemployment rate hovering at nearly 12 %, magnifies the challenge to reduce recidivism in our community.

**PS: 1.03 Describe what least restrictive alternatives have been put in place to address the needs of the population intended to be served by this proposal.**

The Sheriff's Jail Alternative Program (JA), which allows for sentenced persons to complete their jail sentence by working in the community in lieu of incarceration, is managed by the Sheriff's JA Unit which, also monitors the Electronic Monitoring/Home Detention Program and Sheriff's Parole programs. These programs provide assistance with limited jail capacity and provide a service to the community.

Other alternatives currently in place include the local Drug Court and Mental Health Court programs. These alternatives provide options for pre-sentenced and post-sentenced offenders and are monitored by professional and licensed persons working in partnership with Sheriff's and Probation staff. These alternatives provide the least amount of strain to jail facilities and staff; however, due to the lack of appropriate space, the programs do not meet all the needs of the entire jail and potential reentry populations.

**PS: 1.04 Describe the gaps and deficiencies in current programming for custody and non-custody offenders, and which of these gaps or deficiencies will be addressed with proposed program space construction funding.**

***The effectiveness of alternatives to incarceration is compromised by the lack of ability to impose jail time for non-compliance.*** In early 2010, the Sheriff partnered with the Stanislaus County Probation Department in the opening and operation of a temporary Day Reporting Center (DRC). The intent of the DRC is to identify and place non-custody offenders into one-stop shop programs and training opportunities. Although generally initiated at the time of sentencing, some DRC participants who meet eligibility are released from custody to participate. When an offender is sentenced and then released from custody, the Probation Officer will subsequently assess the offender utilizing an evidence-based, risk/needs assessment tool. Based on the results of the needs assessment, the Probation Officer will subsequently refer the offender to the services at the DRC in an effort to address the offender's largest needs. Persons found ineligible for DRC services result in a rather large pool of potential participants whose custody status is varied between pre-

sentenced, post-booking and reentry levels. Sheriff's monitored programs and services, though successful, face gaps and deficiencies, including:

- Overall lack of programming space in the County jail system.
- Current programming is provided at multiple sites, which requires much travel time for service providers and causes them to spread their resources too thin.
- Studies conducted in the last two decades continue to indicate a lack of or insufficient, transitional or release-preparation training.
- An inability for the Sheriff's Office to establish new protocols and training required to align staff consistent with Evidence-Based Practices due to a lack of appropriate programming space.

**PS: 1.05 Describe the approach taken to determining the kind of programming that will take place in the new program space.**

Over the last 6 years, Stanislaus County has included inmate program professionals in our master-planning efforts. Stanislaus County understands that Evidence-Based Practices (EBP) place an emphasis on achieving measurable outcomes and ensuring the services provided and the resources used are effective. We have and will contract with research-based or scientific data collection and entry services that involve using research-based and scientific studies to identify interventions that will produce significant reductions in recidivism.

Stanislaus County proposes the construction of a Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center with 288 transitional beds to create a natural flow or continuum of services; starting at pre-booking, through arraignment, placement into the appropriate program space and access to REACT services. These functions do not currently occur; and without sufficient funding, could cause us to continue program delivery in an extremely limited manner. The successful implementation of EBP includes organizational development to create and sustain a culture accepting of best practices and evidence-based approaches. ***The Sheriff has been forced to release incarcerated persons and potential program***

***participants due to prison realignment and lack of program capacity in our own County detention***

***facilities.*** This has a direct effect on the number of inmates who can be reached with program services and on crime in our community and further stresses local and state detention capacity.

**PS: 1.06 Provide information and data supporting the County's need for programming space.**

Our updated NA finds the most critical need for the Stanislaus County Jail System to be two-fold. First, there is a lack of program space and access for incarcerated persons with restricted housing classifications as well as those persons who request preparation for reentry into the community; and second, there is a lack of appropriate beds available to meet the ultimate goal of permanently closing the Men's Jail. Addressing these two specific needs will be accomplished by improving upon the current practice of the housing of incarcerated persons and centralizing all secure housing and associated programming services at the PSC.

The Sheriff has been forced to release incarcerated persons and potential program participants due to prison realignment and lack of program capacity in our own County detention facilities. This has had a direct effect on the number of inmates who can be reached with program services. As stated earlier, the Men's Jail facility in downtown Modesto is not capable of expanding or being retrofitted to accommodate the additional space necessary to provide programs. The old "linier"-style concrete and steel barred facility cannot provide the space required to allow for the secure, in-house escort of high risk inmates nor ensure the safe environment conducive to learning and motivating for program providers and participants.

As defined further in our updated NA, the "medium"-security constructed housing units at the current PSC facility have, by necessity, been required to house an inmate classification no longer able to participate in programs in groupings larger than two at a time. Attempting to provide program services that could accommodate the average daily populations of these housing units is a scheduling nightmare when combined with the day-to-day exercise, feeding and court/escort transportation practices.

**PS: 1.07 Indicate the approach to alternatives to incarceration and how the program will assist in managing the jail population.**

Our approach to alternatives and programming is:

- **Post-arraignment and prior to incarceration**, establish a process to evaluate persons to first determine the need for incarceration versus alternative housing and secondly, determine the programming required by the individual.
- **Upon incarceration**, persons will be evaluated within 72 hours for purposes of classification assessment, potential program need and/or alternative housing assignment.
- **All persons incarcerated** in Stanislaus County Detention facilities shall be afforded the opportunities and options available, depending upon their individual needs and housing assignment.
- **To enhance our current alternative to incarceration**, enable incarcerated participants to be released from custody, and continue programming/training services until completion of their sentence.
- **Enrich our justice and community partnerships** and further develop our reentry and service providers' team to measure performance and accountability.

**PS: 1.08 Describe the need for programming that could assist with the jail population management.**

According to findings from the Adult Detention Action Planning for Substance Abuse (ADAPS) Final Report, both providers and customers made it very clear they did not want "pie in the sky" promises from the providers and custody staff. The goal of the Sheriff's staff is to implement the following:

- Provide separate housing areas for incarcerated and transitioning adults, using existing bed space at the PSC. Housing areas should be staffed by Sheriff's deputies and current program providers, working together to create a secure environment while providing a continuum of care and service.
- Re-unite the transformation of current inmate program services under one umbrella, monitored by Sheriff's staff, interested stakeholders and current program providers. This team oversees and coordinates re-entry and enhanced alternatives to custody training.

**B. SCOPE OF WORK**

**All Projects**

**A: 2.01** Detail the full scope of work that is the subject of this proposal, including a comprehensive description of the number and types of beds (if any), program spaces, and other core and ancillary spaces; indicate whether this is new stand-alone construction, an addition to an existing facility, or space that is being remodeled or renovated.

This project will design and construct a REACT Center, which includes housing with Program and Administrative space, on approximately three acres of county-owned land, on which the county's existing PSC is located. The project includes a structure constructed primarily of steel, concrete and masonry for security and long-term durability. The REACT Center and living spaces, which will contain jail replacement beds in programs-compatible living spaces within secure adult detention housing units, a security administration (housing control) center and all necessary circulation and common space. The REACT Alternatives and Administration space will accommodate enhanced jail alternatives services and non-secure classroom and training space. The stand-alone construction project will be dependent on the existing, adjacent facilities for several core operational components, including kitchen and laundry services and transportation. Housing units and living spaces will provide up to 288 beds and living spaces. Housing units will include a secure sally port entry, security control room, video visitation cubicles, showers, secure dayrooms, outdoor recreation space, re-therm kitchen and numerous programs and training rooms. Program services provided will include; space for adult education, religious services, counseling, self-help classes, mental health evaluations/classes and other life-skills and job/career preparatory programs to help reduce recidivism and assist with rehabilitation.

The REACT Center will provide services to the offender population under the Sheriff's jurisdiction, including post-release and out of custody/monitored release. This building will include a public lobby and reception area, administration space, a processing area, classrooms, a multipurpose room and counseling rooms. This project will include, but is not limited to, electrical, plumbing, mechanical, computerized heating, ventilation, air conditioning, security and fire protection systems. A proportionate number of parking spaces

will be provided as part of this project to accommodate for both staff and visitor parking. This project will also include all necessary and appropriate security fencing.

### **Bed Construction**

#### **B: 2.01 Describe the planning process that resulted in this bed construction scope of work.**

Stanislaus County has continuously assessed local detention needs and master-planned the PSC since the late 1980's, with the goal of modernizing, consolidating and centralizing all of the Sheriff's detention facilities into one modern, efficient and safe PSC. The NA finds two critical needs unmet: (1) the need to provide program space for inmates to prepare for successful reentry into the community, and (2) the need to close the Men's Jail, except for limited court holding until the new Courthouse is constructed in downtown Modesto. Our team includes a diverse group of stakeholders, various criminal justice agencies and local and nonprofit providers in the planning process to determine the type of programs and beds needed. Our plan addresses these needs and would fill the gap between the hardened type of facilities currently in use and the need for a "step down" housing facility as a prelude to the DRC.

#### **B: 2.02 Describe the relationship between stated needs and the planned construction.**

The 2013 NA validates the ***need to construct 342 replacement housing beds at the PSC***, with associated program space, that will allow the County to close the Men's Jail beds and consolidate all of the jail population at the PSC site. (This has been the ultimate goal of both the 2007 and 2011 Needs Assessments).

***Our proposed plan to construct 288 beds*** will allow the County to move much closer to the closure of the old antiquated Men's Jail (except for Court Holding until the new Courthouse is constructed) and provide a link to ensure the proper evaluation and training for offenders, creating a continuum of care from pre-sentenced to after-custody care. One of our goals is to ensure we address a current and projected need to provide a pre-booking evaluation, coupled with an in-custody and post-release assessment and follow-up.

**B: 2.03 Describe the anticipated beneficial outcomes of the new bed construction.**

Stanislaus County recognizes and assumes responsibility for the housing and programming of State inmates precipitated by AB 109. We further understand there is a high probability for increased liability concerns for this type of inmate. Stanislaus County does not currently have suitable facilities with the appropriate management and programming spaces required to meet the needs of this type of offender.

We propose additional beds, adjacent to the REACT center, will be constructed specifically to assist and enhance in-custody and re-entry jail programming services. Living areas will include secure group sleeping space, various interview and classroom spaces, and will be stand-alone, self-sufficient, and separate from lock-down maximum security units.

We believe that providing such a living and training environment will assist in motivating participants to try to better themselves, become more responsible and improve life skills, thereby reducing recidivism. This new bed construction will provide a safe environment to manage the type of inmate released to Stanislaus County as a result of AB 109. ***We understand and accept the need to partner with the State of California as crime knows no jurisdictional boundaries*** and our collective goal to improve public safety is our top priority.

**B: 2.04 Define the staffing that will be required to operate the new construction.**

The PSC and all of its detention facilities are managed by the Stanislaus County Sheriff's Department. In addition to Sheriff's Detention staff, there will be programs staffed and supported by a variety of County entities and service providers. Sheriff's staff may include a facility manager, administrative and housing supervisors and the line staff required for housing supervision and escort. Our goal is to ensure sufficient personnel at each location to facilitate the implementation and operation of the programs and activities required. Existing and well qualified Sheriff's Staff will transition from the Men's Jail to the REACT Center Project upon completion. The Probation Department is certified to provide EBP training annually and through continuous instruction. All staff will be trained in Evidence Based Practices to ensure continuity and a better



flow of communication exists in order to be successful. Our goal will be that this training would be included during new hire orientation, post-assignment and ongoing annually.

### **Program Space Construction**

#### **PS: 2.01 Describe the planning process used to develop the design for the construction of program space**

Stanislaus County uses a dynamic team approach with the Chief Executive Office, Sheriff's staff and program providers, who have worked together as a unified group of corrections and construction professionals, specifically focused on ensuring the housing of incarcerated persons is appropriate and alternatives to custody are viable. Partnering with other county departments and local community inmate service providers, our team keeps current on State and National best practices regarding inmate housing and programming alternatives to continually improve and measure our own effectiveness. We have again assembled a unique and coordinated team of individuals representing a County that is ready and prepared to assume its responsibility of housing and programming persons who are now the responsibility of the County as a result of the State's Realignment.

#### **PS: 2.02 Describe the relationship between stated needs and the proposed program space construction.**

Our ongoing jail planning process has identified several significant needs that the SB 1022 construction project will address, including the need for in-custody and transitional housing and programs space. The relationship between our stated need and proposed program construction begins by establishing a **"behind the bars, one-stop shop"** that will provide a continual stream of monitored inmate programs and enhanced jail alternatives administrative and living space that are not currently available. Coupled with an enhanced jail alternatives programs unit administered by the Sheriff, we will provide living units with bed configurations that will encourage peer group services and classroom and interview space suitable to accommodate the ebb and flow of the various classifications passing through our detention system.

#### **PS: 2.03 Define the features of this program space construction that make it suitable for the intended programming.**

Our construction model will ensure, at least, the following:

- Construct a space that will centralize our enhanced jail alternatives services and offender management tracking. This REACT Center will be available to pre-sentence and post-incarceration program participants. Along with the jail alternatives supervising staff, this space will include classrooms and meeting and counseling rooms. Although the REACT Center will be located outside the recognized secure perimeter, it will be made accessible to in-custody offenders during specific mentoring sessions, group sessions and program celebrations. This will be constructed in such a way that multiple classifications and genders will be able to safely use the facility at the same time.
- The REACT construction will also provide for up to 288 transitional housing beds. Besides beds and their related services, these unique in-custody living spaces will include classroom, counseling and meeting spaces sufficient to address the population needs of each unit. The living spaces will be broken into various configurations including double, quad and dorm sleeping areas. Each sleeping area will be connected to programs sessions and exercise space, thus assisting classification housing diversifications while allowing for larger programs options regardless of inmate sentences or classification status.

**PS: 2.04 Describe plans to implement and operate programs in the space.**

Stanislaus County will develop attainable goals to ensure program diversity. The County understands that service and program needs must be identified at the earliest point possible in an offender's period of incarceration. Benchmarking from our own successes, as well as visits and research of other successful re-entry programs, we believe a participant's program eligibility and needs may be determined in one of three ways: (1) Inmate programming evaluation and assessment within 72 hours from the time of booking; (2) Providers working within an integrated system of care and open-ended programs and classes, which allow individuals to be referred to appropriate programs throughout the continuum of care; (3) Re-entry and enhanced Jail Alternatives training, aftercare and post release services. **We would enhance current case management to include out-of-custody housing and group services.** Programs will also expand acceptance criteria for Jail Passes and Jail Alternative Programs to allow access to off-site services. This will

assist in additional participant motivation, compliance and success. When possible, we will incorporate and include family members of current participants. The belief is that this would assist the re-development and support of the family unit to encourage success and promote positive change. The establishment of a "hotline" or contact reference for services will provide a lifeline for graduates and/or aftercare participants.

**PS: 2.05 Describe the anticipated beneficial outcomes of the new program space construction.**

*Ultimately, the largest anticipated benefit will be a reduction in recidivism and the release of a more responsible and better-prepared person from custody to the community.* Our in-custody and re-entry programming will significantly benefit the participant with its linkage to the DRC. Participants in our program, if eligible, could seamlessly transfer their in-custody programming to DRC upon release from Jail. If not eligible, they would continue to be monitored by Sheriff's staff, who have a better understanding of the person's needs and could provide similar services under more restrictive and appropriate conditions. We propose a seamless and structured continuum of in-custody and re-entry services that will enable the County to address the risks and needs of offenders, regardless of their custody or programming eligibility.

The new program space will allow Stanislaus County to provide programs to in-custody offenders who normally would have been sentenced to State prison, offenders who do not meet eligibility criteria for outside agency programming, and ensure a safer environment for various inmate classifications and risk factors not currently provided in available programs.

**C. OFFENDER MANAGEMENT AND PROGRAMMING**

**Bed Construction**

**B: 3.01 Describe how the proposed construction will address the county's offender management goals regarding use of secure detention.**

The Men's Jail is an antiquated structure of linear design, which has no program space available for the medium and maximum security inmates. By having a re-entry facility, with an accompanying 288 secure transitional beds with program space, the Sheriff would be able to move the Men's Jail population to a new

secure location on the PSC site, consolidate services and provide inmate programs, which are vital to reducing recidivism and closing gaps and deficiencies identified in the NA. This construction will assist the County in reaching its goals of efficient delivery of services and a safe and secure community. Centralizing jail detention services at the PSC will establish a flow of operative services through the various programming levels by the transitioning participants. Finally, the replacement beds will be built to current Title 15 and 24 standards, with manageable unit sizes for the classifications to be housed there. Better lines of vision will be established in the new facility for better supervision.

**B: 3.02 Describe how the proposed bed construction aligns with the Community Corrections Partnership (CCP) plan.**

The Proposed project closely aligns with the CCP plan in three very key areas. First, the proposed bed construction will provide secure housing units with program space and diverse living spaces to assist the varied classifications, which, as detailed in our CCP, do not exist today. Living spaces will contain a variety of classroom and counseling spaces. Common areas connecting living spaces will also be layered with additional, smaller breakout and interview spaces to accommodate one-on-one meetings and more flexibility for the specific service providers and programming. Second, in an attempt to take advantage of the anticipated impacts of realignment, our team is prepared to accommodate persons with longer sentences and focus upon those who could be defined as higher risk and ensure enhanced distribution of services (whether fully monitored by staff or simply addressing a written inmate requestor kite for services). The living spaces and the adjacent REACT center will be constructed to align current housing and populations at the PSC within a system or "flow" of potential program transitions through an in-custody experience. Our plan could accommodate persons striving for training and educational options in preparation for release or as a return to custody for persons requiring remediation. Finally, our uniquely defined REACT center will allow Sheriff's staff to engage and encourage interest from a larger group of community outreach and partnerships simply by providing an, "out of the secure perimeter" training and counseling space. REACT will be constructed to

provide an administrative space that would unify reentry services with our enhanced alternatives to incarceration options. REACT will act as the hub or transition center to filter participants toward the best options possible to meet their individually requested needs.

**B: 3.03 Describe the use of, or plans to use, offender assessment(s) and other interventions to address jail population management, including objective tools or instruments to manage the offender population, such as pretrial assessments, etc.**

Partnering with the Probation Department, the Sheriff's staff will accept and review pretrial assessments currently offered by the Probation Department. Depending upon an individual's sentence status and program eligibilities, participants could be assessed from the time of booking through incarceration or followed up through enhanced Jail Alternatives processing. The assessments conducted could include the Sheriff's Jail Management System Classification Assessment or Ohio Risk Assessment System – Pre-Trial Assessment Tool (ORAS-PAT) system offender assessment conducted by the REACT assigned probation officer. ORAS-PAT is an evidence-based, in-custody assessment tool designed to be predictive of recidivism and failure to appear in Court.

**B: 3.04 Describe the county's planned construction in relation to the expected need for beds in the future.**

The County's PSC Master Plan and updated NA validate the proposal for additional beds and program space. SB1022 will allow the County to meet the goal of moving the inmate population from the Men's Jail to the PSC site and consolidate all adult detention services, with the short term exception of Court holding. This proposal includes program space for this population, which studies have shown benefit the most from inmate programs and reentry services.

The planned construction also includes beds that are identified as needed in our overall Master Plan through 2018. The SB 1022 Plan is consistent with the County's Master Plan and NA, which suggests a full build-out of 1,892 beds over the next decade. The PSC is a dedicated, county owned site for public safety expansion.

## **Program Space Construction**

### **PS: 3.01 Describe how this program space construction will address the county's offender management goals.**

Studies have shown that offenders of a higher risk tend to benefit the most from intense programs. The County's goal for offender management is to provide program space in each secure housing area. In this way, the County will be able to provide programming and services on site and in a secure environment for all inmates. Inmates can be assigned to programming and services provided in the REACT Center prior to release back into the community. Inmates will receive education, training and mental/medical health services, with the goal of reducing recidivism by providing programs throughout the entire adult detention system at the PSC site.

Current programming has proven to be an effective behavioral modification process by making offenders more manageable, reducing the number of facility incidents and encouraging structure and reinforcing positive behavior. However, due to limited space, not all offenders have access to these effective programs. The distance between facilities also continues to stretch the resources of service providers and consistency of successful evidence based practices. Centralizing services and the offenders who need them will assist in more successful outcomes.

### **PS: 3.02 Describe how the program space construction aligns with the CCP plan.**

The Community Corrections Partnership (CCP) provides the funding and staff to operate the programs inside the needed program space. The following three areas are specifically identified in the CCP and will be resolved in the new program space construction.

**Gaps in Services / Programs:** The existing programs are operating at their maximum capacity with limited space and staff not equally equipped to support or proactively assist in program growth and success. Some facilities house some of the County's higher-risk offenders with no opportunity for programs. The new program space would provide a variety of living spaces for varied levels of offenders that will have access to

programming space specific to their need and security level. Some of the space is directly linked to the living spaces, while others are remote.

**Impacts of Re-Alignment:** The program space will allow us to provide programming for offenders who are in custody for longer periods of time. The ability to service these types of offenders in the space planned for construction will assist the County in ensuring that services to AB 109 offenders can continue to lessen the County's liability exposure.

**Transition / Re-Entry Beds and Housing:** Stanislaus County's plan will include the training and educational instruction necessary to provide offenders with the option of better preparing themselves for return to the community. Services provided in this "step-down" type of housing facility with program space will allow participants the ability to free-flow between in-custody and out-of-custody services. This could be accomplished through a series of passes, furloughs and possibly by way of the enhanced Sheriff's Parole and its link to Jail Alternatives.

**PS: 3.03 Describe the programming to be conducted in the new program space.**

The new REACT facility will expand current programs to include the following Evidence Based Practices:

- Moral Reconciliation Therapy (MRT), Aggression Replacement Training (ART)
- Thinking for a Change
- Validated Risk-Needs Assessment Tools
- Pre-trial Risk Assessment Services
- Motivational Interviewing, and
- Cognitive Behavioral Therapy Incentives

This includes a commitment to initial and ongoing professional development and training, use of validated risk/needs assessment tools, data collection and analysis, use of programs and practices known to produce positive criminal justice outcomes, quality assurance assessments to ensure program reliability, performance management to improve programs and policies, a "systems change approach" to develop

collaborations so that tasks, functions and sub-units work effectively together and not at cross-purposes and a focus on sustainability. Behavioral Health and Recovery Services provides both mental health and substance use services in Stanislaus County. The Forensic system of care has staff currently funded through the CCP to provide both services (mental health and substance use) within the custodial settings. They provide assessments, individual and group services and linkage to an outside provider. Behavioral Health and Recovery Services (BHRS) uses the ASAM (American Society of Addiction Medicine) patient placement criteria and provide Intensive Outpatient Programming (IOP). Upon release we will link to the appropriate provider. We are fortunate to have IOP currently in-custody, through the Alternative Work Program and at the DRC. BHRS will provide a complete Behavioral Health Assessment, linkage to appropriate medical interventions while in-custody, provide individual and group therapy, currently providing Medication Education, Seeking Safety and Moral Reconciliation Therapy. In addition, BHRS will link the individual to the appropriate mental health provider upon release.

**PS: 3.04 Describe how the program space will foster a quality reentry model and seamless reentry process.**

The REACT Center will be located outside the secure perimeter connected, by a secure hallway to secure transitional housing. Positioning portions of the REACT Center outside the secure housing areas will allow non-custody participants to continue their respective commitments to the program. These classroom, counseling and administrative services areas will also offer programming, geared toward offenders who are on their way "out" and share similar programs and services from the same providers that are offered, post custody, at the Probation Department managed DRC. The REACT facility will also provide to offenders a link to DRC and community based programs and resources.

**PS: 3.05 Describe collaborative partnerships that will provide services within the program space and provide continuity through the reentry and community supervision process.**

Working with the Stanislaus County JAR committee, the Sheriff will provide programs and training opportunities for eligible persons from the time of arrest through their release and beyond. JAR committee



members currently include other local justice agencies, other Stanislaus County departments, in-custody program providers and community outreach groups. The JAR committee was created in an attempt to combat the high recidivism rates that plague our current justice system. Stanislaus County is taking a proactive role to rehabilitate inmates by providing more extensive in-custody programs and post-release after-care services. Other purposes for JAR could include an on-going promotion of re-entry opportunities and options, assisting in an on-going programs evaluation to identify gaps and ensuring programs are being run effectively.

**PS: 3.06 Describe the sources of financial support (i.e., Medi-Cal, other federal sources, etc.) that will be accessed to aid in the delivery of programs.**

The Sheriff's Department manages programs in partnership with a variety of community and health services program providers. The REACT project will continue to include the assistance and monitoring by the Inmate Welfare Committee. Other County Departments will also be included in assisting the delivery of programs. The planned partnership with our Community Services agency (CSA) will assess and process offenders for state and federal programs that can assist them in reintegrating into the community. The Community Services agency will provide information for the following programs during the final stages of incarceration. These programs include; Healthcare/Medi-Cal; Cal Fresh; CalWORKs (California Work Opportunity and Responsibility to Kids); and the County's General Assistance Program. The CSA has well established relationships within the community – with these relationships in place, various needed referrals can be made immediately upon an offenders release. Examples of referrals can include but are not limited to access to community food banks and locations and hours to needed temporary housing facilities and shelters. The Sheriff will continue to seek and request for funding assistance from the CCP for immediate aid for programming services, staffing and supplies. Stanislaus County was one of the first agencies to establish a CCP Plan and is recognized for outstanding collaboration and partnership at the local level. As required by the State and authorized by statute, our CCP has been instrumental in increasing security and programs supervision within detention facilities, however is restricted by the lack of appropriate program based facilities.

**PS: 3.07 Describe the offender assessment(s) and the process for determining the programming offenders (custody and non-custody) will receive.**

Believing that people support what they help to develop, Stanislaus County will provide orientation and ongoing training for new and current Sheriff's Department staff. Such staff training will include Moral Reconciliation Therapy (MRT), Aggression Replacement Training (ART), Thinking for a Change, Validated Risk-Needs Assessment Tools, Pre-trial Risk Assessment Services, Motivational Interviewing and Cognitive Behavioral Therapy. The ultimate goal of offering viable inmate programming is to reduce recidivism. Data will be collected monthly and observations and staff reports will be compiled and could include, at least, the following variables:

- Recidivism rates (to include: # of arrests, time between arrests, changes in cause for arrest, etc.).
- The number of grievances.
- Program and personal accomplishments.
- Impacts of the program to the community, our staff and the facility.

**PS: 3.08 Describe the approach to the principles and objectives of evidence-based programming that will be incorporated to reduce recidivism, including program evaluation.**

Our team is enthusiastic to implement the REACT plan. The opportunity of expanding program delivery processes and enhancing alternatives to custody options for in-custody and transitioning participants validates years of planning and program evaluation. Based upon research of other agencies and our own past successes, we propose to provide a 360 degree model and delivery of services and appropriate housing commensurate with scientific monitored evaluations and participant tracking. In order to ensure at the center of the model we provide a safe, secure and holistic environment, we will rely upon on the following three key investments to support positive outcomes:

- Establish system tools to continually address and assess gaps and program effectiveness.
- Redesign programs delivery and practices to ensure we maximize infrastructure investments, and

- Encourage a transformational leadership plan to maximize staff involvement and administrative support.

Change the way we're thinking!

**PS: 3.09 Define the staff qualifications necessary to present the planned programming (e.g., staff training certification).**

Stanislaus County has been actively engaged over the past decade in a master planning effort to determine how local adult correctional facilities will be operated and considered for expansion in our county justice system. The new Juvenile Commitment Center is managed by Probation staff, who are trained and certified in EBP. The training and certification is provided at the time of hire, during annual training periods and, most importantly, is passed along to the various generations to ensure consistency and constant improvement reviews. We will benchmark from this practice.

Sheriff's staff, program providers and other partners will be exposed to training to ensure they become subject matter experts and are able to quickly assess the group dynamics and learning styles. Trainers will be required to evaluate and revisit goals in order to ensure that they have been achieved. We will focus staff training on EBP on three primary key goals:

- Agency-wide adoption
- Ongoing training
- Regular review of outcomes

**PS 3.10 Describe the target population and estimated numbers of individuals to be served daily and annually in the program space. Describe how you arrived at those estimates.**

Once constructed, the REACT Center will initially phase program instruction within one of several training spaces able to manage and monitor class sizes of 15 persons per open-ended, 8-Week session. It is estimated 50-60 offenders within the first six months will be exposed to our program options. Upon full operation, the REACT Center classrooms will be expanded to as many as three. With this increase in classroom spaces, we anticipate an annual average of approximately ~~345~~300 programmed offenders participating in six to seven, open-ended, 8-week sessions that should produce a range of 270-315

participants annually. Target populations could include male and female offenders who meet an appropriate length of sentence, exhibit specific mental health or dual diagnosis treatment and offenders who currently may not meet eligibility requirements for DRC services.

Ultimately, pre-sentenced or incarcerated offenders will be able to access services depending upon eligibility and service needs. Those housed within the immediate perimeter of the REACT center and programs living areas will be included in the intense study (200-300 annually). All other programmed offenders may be included within a parallel study of monitoring programs, but their services will be based upon request and provider availability. Stanislaus County has managed similar programs and monitoring practices, but the lack of appropriate bed space and limited community resources discouraged continued practices.

#### **4. ADMINISTRATIVE WORK PLAN**

##### **4.01 Describe the plan for project management and administration, including key positions and responsibilities.**

Stanislaus County uses a proven and successful team approach to capital project management, led by the County's Executive Office managed by the Chief Operations Officer, who is teamed with administrative, construction, program and law enforcement, legal and financial professionals.

- Project Manager: The County's Chief Operations Officer will oversee the project budget, management, and be the point of contact to the State. The Project Manager is responsible for meeting all State contract requirements and obtaining necessary actions from the County's Board of Supervisors.
- Programs Manager: will act as liaison to the Sheriff's Department and oversee the development of the project's concept to ensure its functionality through design of the facility. The Programs Manager has years of knowledge from working inside the County's Adult Detention system; this knowledge will be used to ensure that the concept development and final design is safe for offenders as well as staff.
- Construction Manager: will oversee the day-to-day management of the construction of the project, to include technical review of design submittals, and management of the construction contract.

- Inspector of Record: will assist the Construction Manager, oversee quality control, and manage special inspection and testing consultants necessary to the project.
- Confidential Administrative Staff: will support the team.

#### **4.02 Describe the current state of the county's project planning process.**

Stanislaus County has completed its Needs Assessment. The requested SB 1022 React Center Project has been estimated and planned. All Key Team positions are filled. The Stanislaus County Board of Supervisors has approved the required cash match for a potential \$40 million SB 1022 Award and a Request for Proposals for Design Build Services has been authorized by the Board of Supervisors.

#### **4.03 Describe the county's readiness to proceed with the project.**

***Stanislaus County is ready to proceed with the design and construction of this project immediately.***

- Adequate County Contribution Funds (mandatory criterion): The Stanislaus County Board of Supervisors has approved and appropriated the required matching funds of \$4,445,000, which is set aside in the County Budget. The funding is County General Funds (\$4,000,000) and Dedicated Public Facility Fees (\$445,000) for a total committed match of \$4,445,000. ***The one Mandatory Criterion for SB 1022 Eligibility has been met.***
- Initial Real Estate Due Diligence (optional criterion): The County of Stanislaus wholly owns the County's PSC site and has completed the required Real Estate Due Diligence for the AB 900 Phase II Project. The proposed SB 1022 Project would be constructed on this same wholly-owned site. The County has attached, for the Department of General Services' review, two copies of the complete Due Diligence package specific to this project.
- CEQA Compliance (optional criterion): The County has completed several significant and uncontested environmental reviews since the acquisition of the PSC in the early 1990's. Most recently, the site was successfully annexed into the City of Ceres jurisdiction, as a result of a major EIR for the West Landing Ceres Annexation which projected a total of 1,892 beds to be built at the PSC. For the AB 900 Phase II

project, an uncontested Mitigated Negative Declaration was issued and recorded on June 5, 2012. Based on the County's successful compliance with the provisions of the California Environmental Quality Act (CEQA) a Notice of Exemption (NOE) was filed at the State Clearing House and recorded on October 16, 2013 for the SB 1022 Project. The public comment period will close on November 20, 2013.

- Authorization of Project Documents (optional criterion): Stanislaus County has successfully negotiated terms of the Lease Revenue Financing and Jail/Juvenile Construction Grant Awards, including but not limited to the PDCA, Ground Lease and all other State contracts in the past, and is fully prepared to execute the various Agreements and Project Documents for the SB 1022 Program upon award. The Project Manager has been delegated authority to act on behalf of the County.

**4.04 Describe the construction project timeline.**

Appendix XXX is the proposed Project Schedule. The County proposes to use the Design-Build Delivery method to accelerate the construction of the REACT Center Project. The County will select a design team to prepare the Performance Criteria and Concept Drawings (Bidding Documents), pre-qualify General Contractor /Design Construction teams and select the Design Build Team, based on the Public Contract Code requirements for Best Value Selection. Additionally, the County will meet all of the State requirements from the Board of State and Community Corrections, Department of Finance, the Department of General Services, California Department of Corrections and Rehabilitation, the State Public Works Board and the Pooled Money Investment Board as well as the State Fire Marshal. The Project will be completed in the fall of 2018.

**5. BUDGET REVIEW AND REASONABLENESS**

**5.01 Justify the amount of state financing requested for the planned construction.**

The County requests \$40 million in SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program to construct the REACT Center and up to 288 Transitional Housing beds.

SB 1022 Total Project:	\$44,445,000
Required County Match:	\$4,445,000
SB 1022 Funding:	\$40,000,000

As certified in Board of Supervisors Resolution XXXX, the 10 percent required County match has been appropriated by the Stanislaus County Board of Supervisors.

The Total Project Budget provides for all eligible projects costs including construction, eligible costs, Architectural, Project and Construction Management Cost, State Agency Fees, Audit Expense, Needs Assessment, Transition and County Administration Staffing. The independent third party estimate of the probable cost of construction is \$37,836,000. The construction cost estimate includes site work, the REACT and administration components, 288-bed housing and programming units, construction escalation, and construction contingency.

**5.02 Describe the anticipated benefits/impact of the construction in relation to construction costs (including any fiscal benefits).**

The proposed construction project will provide a significant benefit to the County jail system and safety of our community. Infusion of these construction dollars will have a positive multiplier impact on the local economy for labor, materials and goods and services purchased by the contracting community during the course of its construction. The jobs impact will extend to local sub-contractors and suppliers and have a positive economic impact in the region and the State. We expect from 50-100 workers on the job site during this project based, on the average of 40 workers on the recently completed Juvenile Commitment Center project. Most significantly, the planned facilities will provide counseling and alternatives to custody programs. Centralization of the Sheriff's Detention operations at the PSC will reduce the operational and public safety costs and better use limited local discretionary revenues and have a positive impact on public safety program stability. Secondly, the closure of the antiquated, operationally inefficient Men's Jail will assist the County in reducing operating costs and re-focusing those expenditures on appropriate classification of jail beds to meet existing inmate housing and programming needs.

**5.03 Describe steps that the county has taken to minimize costs of this project.**

The proposed project is a thoughtful and cost effective approach to programs-based incarceration. The County's experience and proven track record in delivering public safety capital improvements under budget and on schedule is a key to our commitment to a successful project. Both the Juvenile Commitment Center (SB 81) and the new 192-bed facility at the PSC were delivered under budget and represented tremendous value for the construction costs incurred. The County seeks to provide a project that is cost efficient while effective in the treatment, counseling and programming of offenders. The Design Build delivery approach will save time and money. The County has a proven track record of design build delivery success. Finally, the SB 1022 project is largely devoted to maximizing actual construction, and relying on county provided land, infrastructure and existing support services located at the County's PSC.

**5.04 Describe efforts to leverage other sources of funds (e.g., federal) for program delivery.**

In this request, the County will leverage local discretionary dollars and Public Facility Fees collected for future public safety needs to match the State Lease Revenue Bond Financing, if approved by the State. For Program Delivery, the County is leveraging the better use of local discretionary funds by maximizing the efficiency of the Sheriff's Detention facilities at one location as well as capturing CCP and other grant fund opportunities to maximize Program Delivery.

**5.05 Detail the cost effectiveness of this construction project, including from a population management perspective.**

The County is seeking to continue its beneficial partnership with the State of California by improving the safety of our community by enhancing local detention programs and facilities, with the goal of reducing recidivism at the State and local level. The REACT Center will serve up to X,XXX inmates in custody and in the JAR and AWP programs. The housing unit will house up to 288 inmates at any given time for approximately \$131,000 per bed, including the enhanced program facilities. This is a significant cost savings compared to State prison construction. The planned REACT and 288-bed facility will at a significantly lower



cost address a critical need for inmate programming and low and medium security jail beds in the Stanislaus County jail system. **Stanislaus County appreciates the opportunity to be considered for SB 1022 funding. Thank you for your consideration!**

DRAFT

# DRAFT

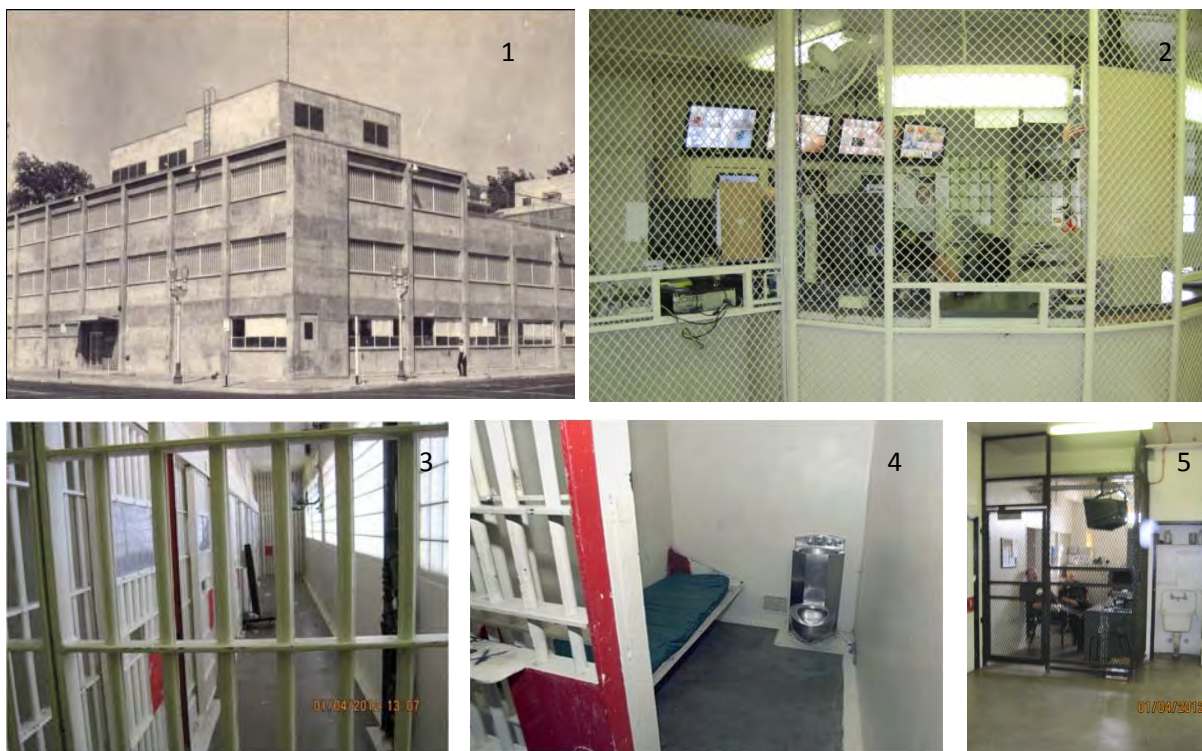
## Appendix A Stanislaus County Downtown Men's Jail

The Stanislaus County Men's Jail in downtown Modesto provides housing capacity and holding facilities for inmates awaiting appearance in the Superior Court. The jail contains housing capacity for 396 inmates and is currently the central intake and booking facility for males for the County's jail system. The Men's Jail is connected to the Superior Court via a secure, underground pedestrian tunnel for movement of inmates.

The Men's Jail was constructed in 1955. It is a linear design with open cell fronts. The antiquated linear design makes it difficult to manage and control as well as expensive to operate due to costly repairs of outdated equipment, building infrastructure, and facilities. To compound these issues, the facility lacks programming space, interview space, and medical space.

The operational efficiency of the Men's Jail is compromised in both the staffing (resulting from a less efficient original linear design) and the age of the physical plant. Recent emergency repairs to the boilers and mechanical systems have been undertaken, but the condition of the facility continues to deteriorate.

**SB 1022/REACT** funding will allow Stanislaus County to construct enough capacity (an additional 288 beds) to allow for closure of the Men's Jail housing capacity, leaving only the Court-holding and transportation facilities operational at the downtown Modesto site.



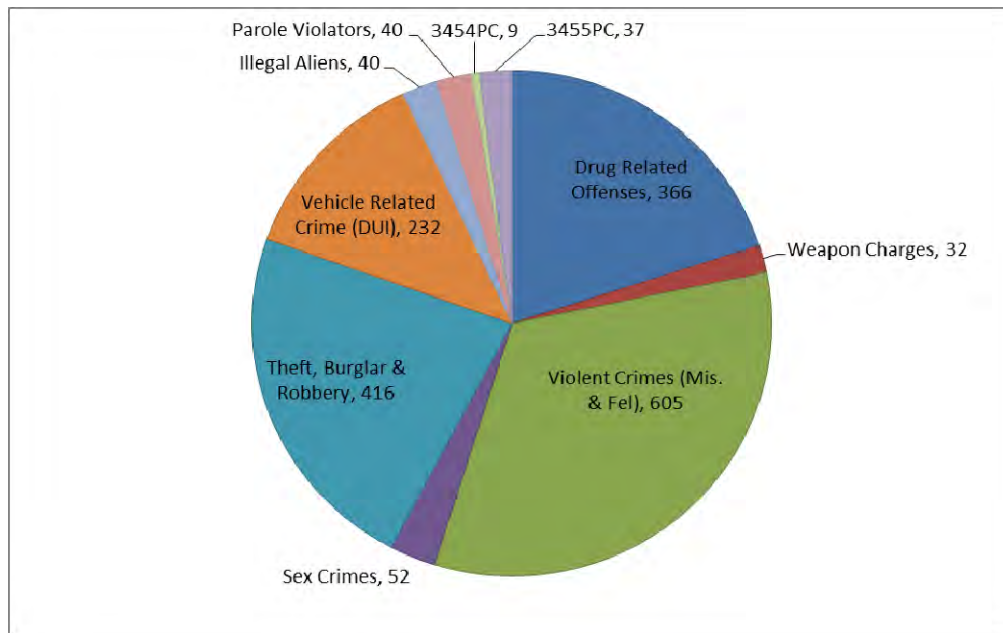
[1] Original construction of the Men's Jail; [2] Central Control; [3] linear design; [4] single maximum security cell; [5] second floor deputy station.

# DRAFT

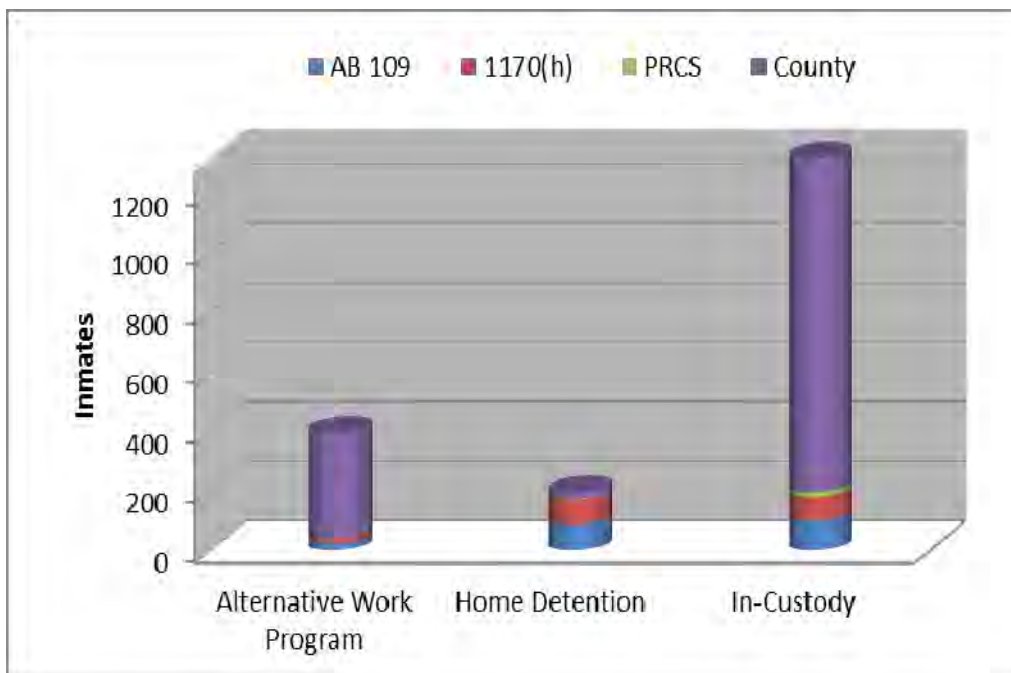
## Appendix B

B: 1.02 Provide a county jail system overview (e.g.; capacity, ADP and other relevant factors), including a description of other current or planned construction. If the county has an AB 900 award(s), indicate such and identify the number of beds to be constructed and current stage of planning or construction for this project(s).

### Inmate Snapshot: Number of Crimes Committed (1029 Total Inmates)



### Inmate Snapshot: Effects of Realignment on Custody and Jail Alternatives



# DRAFT

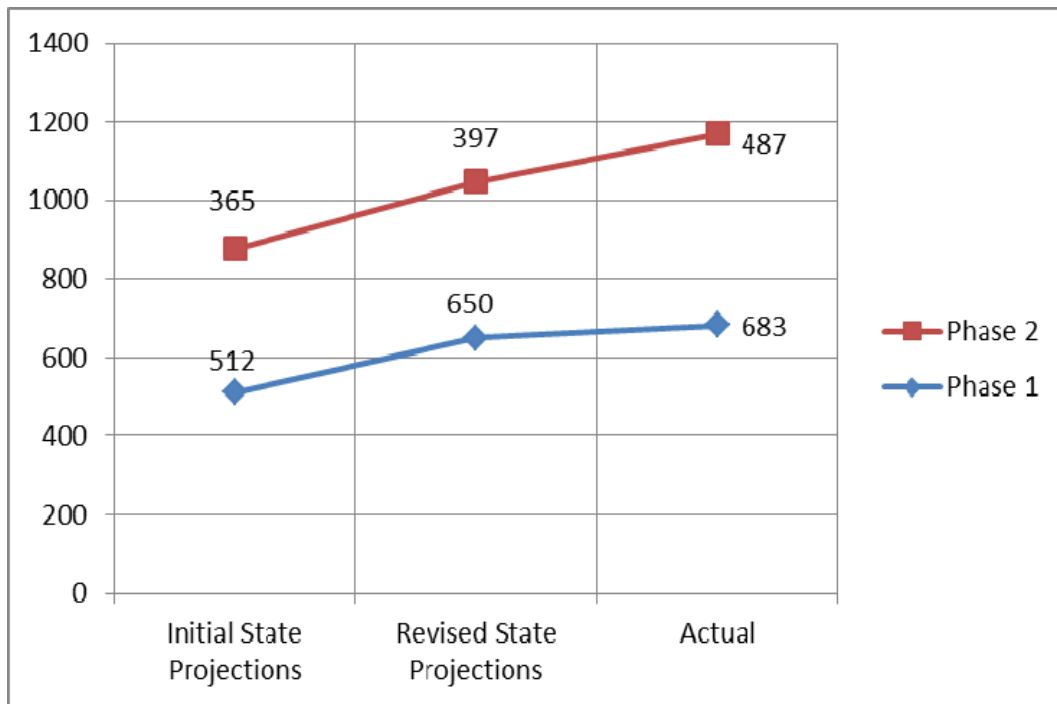
## Appendix C

PS: 3.02 Describe how the program space construction aligns with the CCP plan.

### Post-Release Community Supervision (PRCS):

Phase 1- October 1, 2011 through June 30, 2012

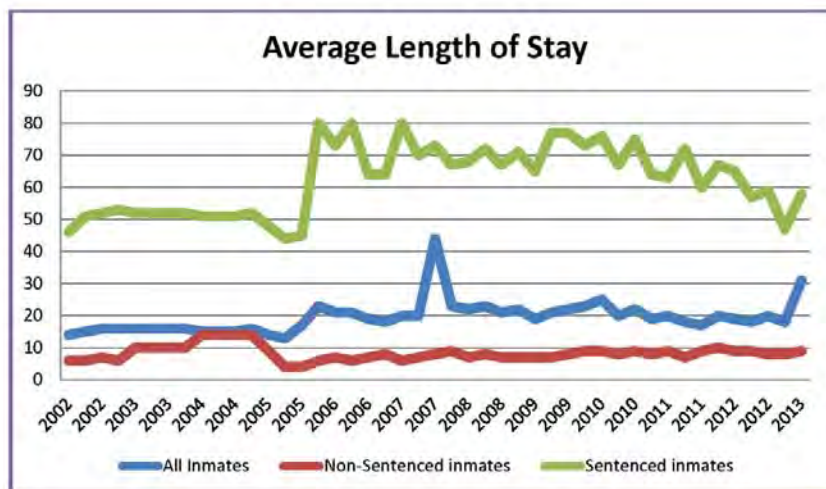
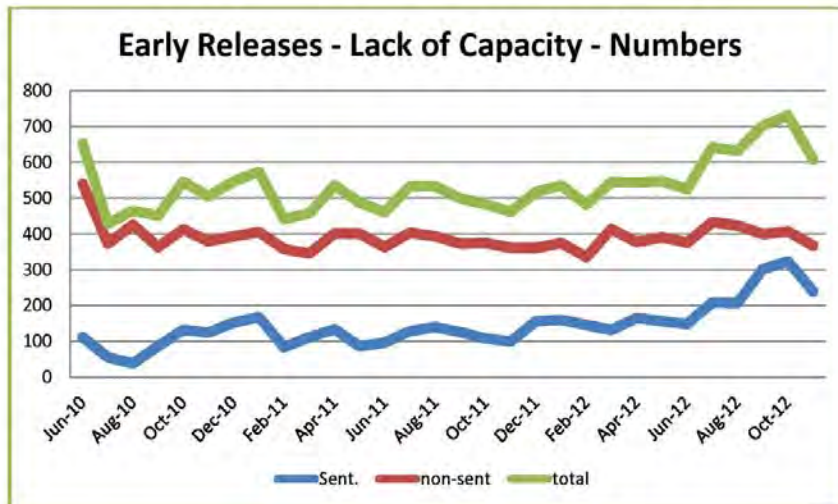
Phase 2 – July 1, 2012 through June 30, 2013



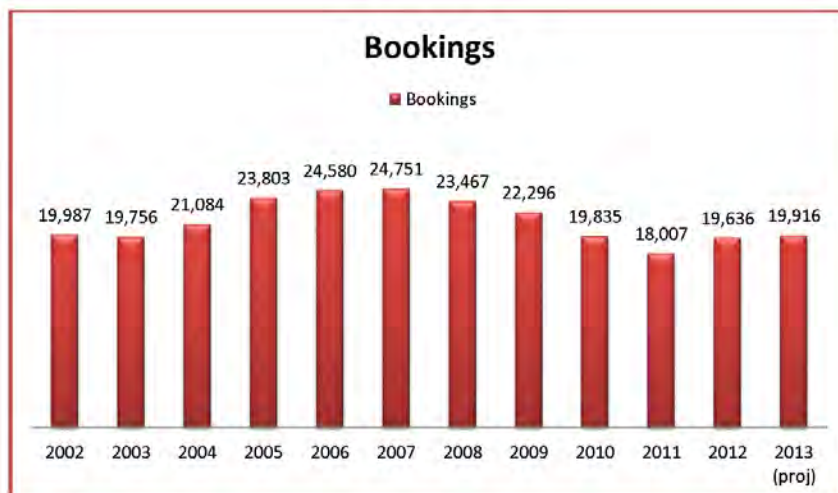
# DRAFT

## Appendix D

B: 1.04 Describe the current trends in the number of arrests, bookings, releases due to lack of space and other relevant factors as they relate to the need for beds.



Source: Board of State and Community Corrections Jail Profile Survey





# DRAFT

## Appendix E

PS: 1.02 Describe the current approach to offender programming (i.e., use of current program space, types of programs, and services) for custody and non-custody offenders.

These programs cannot be offered at the Downtown Men's Jail due to lack of program space within that facility. Programs can only be offered in general population units at the Public Safety Center.

\* S.C.I.L.S. program offers many of the partnership and volunteer supplied programs in a one-room modular facility at the Public Safety Center site where inmates attend program services that cannot be provided in their detention facility due to lack of space. Having only one space limits the population that can be reached through the programs and requires intense scheduling. For example, females cannot currently participate due to scheduling difficulties and the inability to have differing classifications and genders in the modular at the same time.

<b>Program Name</b>	<b>Provider</b>
<b>2<sup>nd</sup> Chances – equestrian care program</b>	Stanislaus County Probation Department
<b>Sheriff's Custody Institute of Life Skills (S.C.I.L.S.) *</b>	Stanislaus County Sheriff's Department
<b>GED &amp; Literacy</b>	Stanislaus County Literacy Center
<b>Character Building</b>	Volunteer
<b>Breaking Barriers</b>	Friends Outside
<b>National Association of Mental Health Illness (NAMI)</b>	Stanislaus County Behavioral Health & Recovery Services
<b>Beyond the Walls</b>	Volunteer
<b>Everyday Accounting</b>	Volunteer
<b>Keeping it Real</b>	Volunteer
<b>Alcoholics Anonymous (AA)</b>	Alcoholics Anonymous
<b>Narcotics Anonymous (NA)</b>	Narcotics Anonymous
<b>Welding Program</b>	Modesto City Schools
<b>Landscaping Program</b>	Stanislaus County Sheriff's Department
<b>Drug Court</b>	County Department Partnerships
<b>Mental Health Court</b>	County Department Partnerships
<b>Men In Recovery (MIR)</b>	Friends Outside
<b>Women of Wisdom (WOW)</b>	Friends Outside
<b>Anger Management</b>	Friends Outside
<b>Flash Incarceration</b>	Stanislaus County Probation Department
<b>Mental Illness Offender Crime Reduction (MIOCR)</b>	County Partnerships
<b>Good Life Values</b>	Volunteer
<b>Religious Services</b>	Stanislaus County Sheriff's Department and Volunteers
<b>Job Training and Placement</b>	Stanislaus County Alliance Work Net
<b>Strengthening Marriages</b>	Stanislaus County Child Protective Services
	Modesto College
<b>Celebrate Recovery</b>	
<b>LA Red Character Training</b>	Stanislaus County Chaplain
<b>Introductory College Accounting</b>	Stanislaus County Chaplain

# DRAFT

## Stanislaus County Probation Department Programs and Services for Non-Custody Offenders at the Day Reporting Facility:

### Cognitive Behavioral Therapy (CBT)

15 week course

– Provided by specially trained Deputy Probation Officers

Groups are facilitated using evidence-based materials offenders can actively use during group sessions. Drug and alcohol curricula is part of these sessions, however, the curricula also covers a variety of topics including trust, attitudes, responsibility, staying in control, coping with stress, relationships, communication and personal consequences.

### Anger Management Counseling

16 week course

– Provided by Sierra Education and Counseling Services

Participants develop and practice skills to communicate constructively and effectively, learn stress management techniques, work on anger problems in relationships, and gain an understanding of the relationships between drugs, alcohol and anger.

### Seeking Safety

– Provided by Youth for Christ

This is a present-focused therapy to assist females in attaining safety from trauma/post-traumatic stress disorder and substance abuse. Seeking Safety consists of 25 topics that can be conducted in any order. The topics include: setting boundaries in relationships, getting others to support your recovery, healthy relationships, recovery thinking, commitment, self-nurturing and detaching from emotional pain.

### Thinking for a Change (T4C)

12 week course

– Provided by specially trained Deputy Probation Officers

T4C is an integrated, cognitive behavioral change program for offenders that includes cognitive restructuring, social skill development and development of problem solving skills. T4C is evidence-based and listed on the Crimesolutions.gov website as a program that has evidence indicating it has achieved its intended outcomes.

### Work Maturity Course

15 week course

– Provided by Stanislaus County's Friends Outside

This program intermingles job development concepts with the Breaking Barriers model. The Breaking Barriers model strives to teach participants that change is possible and current reality is the result of the beliefs, habits and attitudes adopted in the past.

### Property / Theft Crimes Workshop

16 week course

– Provided by Sierra Education and Counseling Services

This course helps participants identify triggers, stresses and thought processes that lead to criminal behavior. It also examines empathy and respect for others, explores coping mechanisms, alternatives to original thought processes, and helps participants learn and practice effective problem-solving methods and beneficial decision-making skills.

### GED Preparation Courses

– Provided by the Stanislaus Literacy Center

These courses provide on-going assistance and tutoring for the GED. GED testing will be paid for once the offender has reached the necessary benchmarks to take the test.

# DRAFT

## **Drug and Alcohol Counseling – “Destination Recover”**

17 week course

– Provided by Stanislaus County Behavioral Health and Recovery Services Drug & Alcohol Counselors  
Counselors use evidence-based curricula to facilitate this course. The program mirrors the Stanislaus Recovery Center’s Intensive Outpatient program and covers a myriad of topics including: the disease concept, denial, defensive mechanisms, spirituality, problem solving, taking responsibility and stress management, among others. This course meets the treatment requirements for the Proposition 36 program.

## **Principles and Values**

16 week course

– Provided by Youth for Christ

This program teaches offenders that by choosing to live a life of integrity, offenders will reduce the “virus” that can corrupt society. Utilizing Global Priority’s Anti-Virus curricula, the course covers topics such as: ambition, responsibility, hard work, emotions, restraint, common sense and generosity.

## **Probation Orientation Meeting (POM)**

– Organized by Stanislaus County Probation Department

Many offenders are often unaware of additional services and programs available in the community which can assist them and their families. This meeting brings a number of community-based organizations together to discuss programs with offenders. Among the agencies who regularly participate are: Teen Challenge, Modesto Gospel Mission, Golden Valley Clinic, AA, NA, Child Support, Solidarity and the Women’s Haven.

## **Moral Reconciliation Therapy (MRT)**

– Provided by Center for Human Services

MRT seeks to move participants from hedonistic (pleasure vs. pain) reasoning levels to levels where concern for social rules and others becomes important. This course is listed on the SAMHSA national registry of evidence-based programs and practices.

## **On My Shoulders**

14 week course

– Provided by the Center for Human Services

This course uses an evidence-based approach to teach principles associated with successful relationships. Specifically, the curriculum teaches fathers skills for healthy relationships, especially with their children.



# SB 1022 – Re-Entry Alternatives Project

Proposed Site and Carve-Out Property



Stanislaus County Public Safety Center Expansion

**DRAFT**

**Appendix G**

4.04 Describe the construction project timeline.

Appendix G is the proposed Project Schedule.

# DRAFT

## SECTION 3: PROJECT TIMETABLE

Prior to completing this timetable, the county must consult with all appropriate county staff (e.g., county counsel, general services, public works, county administrator) to ensure that dates are achievable. Please consult the State Capital Outlay/Board of State and Community Corrections Process Details and Timing Requirements section of the RFP for further information. Complete the table below indicating start and completion dates for each key event, including comments if desired. Note the required timeframes for specific milestone activities in this SB 1022 process. (The BSCC Board intends to make conditional awards at a January 2014 meeting.)

KEY EVENTS	START DATES	COMPLETION DATES	COMMENTS
Site assurance/comparable long-term possession <u>within 90 days of award</u>	10/24/2013	10/24/2013	
Real estate due diligence package submitted <u>within 120 days of award</u>	10/24/2013	10/24/2013	
State Public Works Board meeting – Project Established <u>within 18 months of award</u>	1/20/2014	5/9/2014	
Schematic Design with Operational Program Statement <u>within 24 months of award</u> (design-bid-build projects)	7/8/2014	4/4/2015	N/A Design-Build Project
Performance criteria or performance criteria and concept drawings with Operational Program Statement <u>within 30 months of award</u> (design-build projects)	4/4/2015	11/11/2015	
Design Development (Preliminary drawings) with Staffing Plan		9/1/2016	N/A Design-Build Project
Staffing/Operating Cost Analysis approved by the Board of Supervisors	11/10/2015	2/2/2016	
Construction Documents (Working drawings)	6/10/2016	3/10/2017	
Construction Bids	4/30/2016	6/7/2016	Design-Build
Notice to Proceed <u>within 42 months of award</u>		6/10/2016	
Construction (maximum 3 years to complete)	11/10/2016	5/10/2018	
Staffing/Occupancy <u>within 90 days of completion</u>	5/10/2018	8/10/2018	

# Resolution

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

Date:

**DRAFT**

**THE FOLLOWING RESOLUTION WAS ADOPTED:**

**Application under the Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) to the State of California Board of State and Community Corrections and the Department of Corrections and Rehabilitation for \$40,000,000 funded through State Lease-Revenue Bond Financing**

WHEREAS, on June 27, 2012, Governor Edmund G. Brown signed Senate Bill (SB) 1022 (Chapter 42, Statutes of 2012) into law, authorizing state lease-revenue bond financing for the acquisition, design and construction of adult local criminal justice facilities; and

WHEREAS, on July 23, 2013, the Board of State and Community Corrections issued Request For Proposals under the Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022); and

WHEREAS, the Board of State and Community Corrections has issued a Request for Proposals with a maximum amount of state financing of \$40,000,000 for each award, in state lease-revenue bond financing authority for medium-sized counties, currently available to counties for the construction of local criminal justice facilities; and

WHEREAS, the Board of State and Community Corrections has further established, as contained in Government Code Section 15820.926(b), a requirement that funding preference be given to counties that are most prepared to proceed successfully with SB 1022 lease-revenue bond financing with the required County Match Funds in a timely matter; and

WHEREAS, the Board of State and Community Corrections has further established four funding preference criteria as follows:

1. Commitment of adequate county contribution funds (mandatory criterion);
2. Initial real estate due diligence package submittal (optional criterion);
3. Documentation evidencing CEQA compliance has been completed (optional criterion); and
4. Review of and authorization to execute the financing program project documents (optional criterion); and



WHEREAS, on October 15, 2013, the Stanislaus County Board of Supervisors approved the project plan under the Adult Local Criminal Justice Facilities Construction Financing Program (the "SB 1022 Financing Program") for the future design and construction of the Re-Entry and Enhanced Alternatives to Custodial Training (REACT) Center Project which includes up to 288 transitional jail beds, inmate housing facilities, programming services space and facility and program administration at the Public Safety Center located at 200 East Hackett Road, Ceres, California; and

WHEREAS, Stanislaus County has project site control through fee simple ownership of the site, and has right of access to the project sufficient to assure undisturbed use and possession of the site, and will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site of the facility subject to construction, or lease the facility for operation to other entities, without permission and instructions from the Board of State and Community Corrections; and

WHEREAS, on October 15, 2013, the Board of Supervisors approved a financing plan for the County's request for \$40,000,000 in state financing and the \$4,445,000 in County funding to meet the County's ten percent match contribution requirement for its proposed project within the SB 1022 Financing Program; and

WHEREAS, Stanislaus County and other authorities with jurisdiction have previously performed an analysis of the project site subject to the provisions and regulations of the California Environmental Quality Act (CEQA) and have determined that the proposed Master Plan buildout of the Public Safety Center site, including the projected impacts associated with the design and construction of the Re-Entry and Enhanced Alternatives to Custodial Training (REACT) Center Project, will not have a significant effect on the environment and that the mitigation measures and the mitigation reporting or monitoring plan adopted are adequate; and

WHEREAS, Stanislaus County has therefore performed an analysis of the project site subject to the provisions and regulations of the California Environmental Quality Act (CEQA) and has approved and recorded with the County Clerk Recorder and filed with the State Clearinghouse on October 15, 2013 a Notice of Exemption finding that the proposed project is exempt under the provision of the California Environmental Quality Act (CEQA) pursuant to State Guidelines Section 15061(b)(3), and all related statutes of limitation will expire on November 20, 2013.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Stanislaus County Board of Supervisors does hereby authorize Patricia Hill Thomas, Chief Operations Officer/Assistant Executive Officer, to act on behalf of the County as the Project Manager and County Construction Administrator; Darrell Long to act on behalf of the County as the Project Contact Person; and Lauren Klein to act on behalf of the County as the Project Financial Officer.

2. The Stanislaus County Board of Supervisors does hereby authorize the Project Manager, to finalize and submit and sign the Applicant's Agreement and submit the proposal for funding under the Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) to the State of California Board of State and Community Corrections and the Department of Corrections and Rehabilitation for \$40,000,000 funded through Lease-Revenue Bond Financing.

3. The County of Stanislaus (the "County") is seeking funding preference for its proposed project within the Adult Local Criminal Justice Facilities Construction Financing Program (the "SB 1022 Financing Program"). As such, the Stanislaus County Board of Supervisors does hereby represent, warrant and covenant as follows:

A) Lawfully Available Funds. The county cash contribution Funds, as described in the documentation accompanying the County's SB 1022 Financing Program Proposal form, have been derived exclusively from lawfully available funds of the County.

B) County Cash Contribution Funds Are Legal and Authorized. The payment of the county cash contribution funds for the proposed adult local criminal justice facility project (the "Project") (i) is within the power, legal right, and authority of the County; (ii) is legal and will not conflict with or constitute on the part of the County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material agreement or instrument to which the County is a party or by which the County or its properties or funds are otherwise subject or bound, decree, or demand of any court or governmental agency or body having jurisdiction over the County or any of its activities, properties or funds; and (iii) have been duly authorized by all necessary and appropriate action on the part of the governing body of the County.

C) No Prior Pledge. The county cash contribution funds and the Project are not and will not be mortgaged, pledged, or hypothecated by the County in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest by the County. In addition, the county cash contribution funds and the Project are not and will not be mortgaged, pledged, or hypothecated for the benefit of the County or its creditors in any manner or for any purpose and have not been and will not be subject of a grant of a security interest in favor of the County or its creditors. The County shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of any lease-revenue bonds sold by the State Public Works Board for the Project (the "Bonds") or the trustee for the Bonds.

D) Authorization to Proceed with the Project. The Project proposed in the County's SB 1022 Financing Program proposal is authorized to proceed in its entirety when and if state financing is awarded for the project within the SB 1022 Financing Program.

4. The County is seeking funding preference for submittal of the complete initial real estate due diligence package.

5. The County is seeking funding preference for submittal of documentation evidencing that compliance with CEQA has been fully completed for the proposed Project.

6. The County is seeking funding preference associated with the review of and authorization to execute the project documents required within the SB 1022 Financing Program. As such, the Stanislaus County Board of Supervisors does hereby approve the form of the Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease, subject only to those changes deemed necessary to incorporate project-specific information or effectuate the financing resolution for the design-build construction of the project.

7. Each of the Chairman of the Board of Supervisors, the Chief Executive Officer of the County and the Chief Operations Officer of the County, or their designees (collectively, the "Authorized Officers"), acting alone, is hereby authorized for and in the name of the County to execute, and the Clerk to the Board of Supervisors is authorized to attest, the Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease, in substantially the form hereby approved, with such additions thereto and changes therein as are required by the BSCC or the State Public Works Board to effectuate the SB 1022 Financing Program and as condition to the issuance of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery thereof by any one of the Authorized Officers each of whom, acting alone, is authorized to approve such changes. Each of the Authorized Officers is authorized to execute these respective agreements at such time and in such manner as is necessary within the SB 1022 Financing Program. Each of the Authorized Officers is further authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease.

8. The County hereby provides assurance that it will adhere to the state requirement and terms of the agreements between the County, the Board of State and Community Corrections and the State Public Works Board in the expenditure of any state allocation and county contribution funds.



# DRAFT

9. The County hereby provides assurance that it will safely staff and operate the facility that is being constructed (consistent with Title 15, California code of Regulations) within ninety (90) days after project completion.

10. The County hereby certifies that it is not and will not be leasing housing capacity in this SB 1022 financed adult local criminal justice facility to any other public or private entity for a period of 10 years beyond the completion date of the adult local criminal justice facility.

# 2013 Adult Detention Needs Assessment Update



**Crout Criminal Justice Consulting LLC**

1411 Laura Ct.  
Templeton, CA 93465  
805-712-0873  
billcrou@sbccglobal.net

## Stanislaus County Jail Needs Assessment Update 2013



**August 2013**

**Prepared for the County of Stanislaus**



## TABLE OF CONTENTS

**Section A Elements of the System..... A-1**

- Chart - BSCC Jail Bed Rated Capacities (RC)..... A-3
- Chart - BSCC Jail Bed Design Capacity (DC)..... A-3
- Chart - Historic Detention Bed Capacities..... A-4
- Urgent Service Gap in Adult Criminal Justice System: ..... A-4

**Section B Operational and Design Philosophy ..... B-1**

- The Mission Statement..... B-1
- Procedure ..... B-1
- Stanislaus County Sheriff's Office Organization Chart - Detention Division:..... B-2

**Section C Current Inmate Population..... C-1**

- Introduction..... C-1
- Inmate Population by Court Status by Percentage ..... C-2
- Chart - Inmate Population by Court Status by Percentage ..... C-2
- Stanislaus County Adult Detention Facilities' Population..... C-3
- Chart - Stanislaus County Detention  
By Court Status by Gender by Average Daily Population ..... C-3
- Stanislaus County Adult Detention Facilities' Population by Classification ..... C-4
- Chart - Stanislaus County Detention  
Population by Classification ..... C-4
- Inmates Requiring Mental Health Attention..... C-5
- Chart - Inmates Requiring Mental Health Attention..... C-5
- Inmates Requiring Medical Attention ..... C-6
- Chart - Inmates Requiring Mental Health Attention..... C-6
- Inmate Bookings by Month ..... C-7
- Chart - Inmate Bookings by Month..... C-7
- Inmates Released Due to Lack of Housing Capacity..... C-8
- Chart - Early Releases by Court Status by Quarter  
Due to Lack of Housing Capacity..... C-8
- Stanislaus County Adult Detention Facilities' Population Impact of AB 109 Inmates... C-9
- Chart - Impact of AB 109 Inmates..... C-9



**Section D Classification of Inmates..... D-1**

- Introduction..... D-1
- Background:..... D-1
- Update..... D-3

**Section E Programs ..... E-1**

- Existing Inmate Programs..... E-2
- Jail Alternatives..... E-2
- Day Reporting Center (DRC) ..... E-3
- Future Plans..... E-3

**Section F An Analysis of the Local Trends and Characteristics..... F-1**

- Introduction..... F-1
  - Table - Average Daily Population..... F-1
  - Table - Bookings ..... F-2
  - Field Citations ..... F-3
  - Table - Cites and Releases August 2009 to August 2011..... F-4
  - Table - Inmates Released as a Result of Insufficient Housing Capacity ..... F-5
  - Chart – Early Releases - Lack of Capacity - Numbers ..... F-6
  - Chart - Releases as a Percentage of ADP..... F-6
  - Chart - Average Length of Staff..... F-7
- Recent Trends Influencing Future Detention Requirements in the County ..... F-8
  - Classification Overrides Based on Housing Availability ..... F-8
    - Chart - Incidents of Classification Reduction Based on Bed Availability ..... F-8
    - Table - Incidents of Classification Reduction Based on Bed Availability ..... F-9
- Projections of the Stanislaus County Detention Population ..... F-10
  - Introduction ..... F-10
  - Population Forecasting Methods and Limitations..... F-11
  - Low Projection Model..... F-12
    - Chart/Table - Low Projection Model (County Inmates) (2011) Historical (2002-2010) and Projected (2011-2020)..... F-12
    - Chart/Table - Middle Projection Model (County Inmates) (2011) Historical (2002-2010) and Projected (2011-2020)..... F-13
    - Chart/Table - High Projection Model (County Inmates) (2011) Average Daily Detention Population – ..... F-14



STANISLAUS COUNTY ADULT DETENTION NEEDS  
ASSESSMENT 2013 UPDATE

Chart/Table - Summary of County Inmate Population Projections (2011) ... F-15  
 Chart /Table - Projected ADP of AB 109 Inmates (2013)..... F-16  
 Chart - High Projection Model with AB109..... F-17  
 Stanislaus County Detention Population Projection  
 Adjusted for Peaking Factors..... F-18  
 Chart -Low Projection with AB 109 (2013)..... F-19  
 Chart - Medium Projection with AB 109 (2013)..... F-19  
 Chart - High Projection with AB 109 (2013)..... F-20  
 Chart - High Peak Projection with AB 109 (2013)..... F-20  
 Conclusion ..... F-21

**Section G Adequacy of Staffing Level ..... G-1**

**Section H Ability to Provide Visual Supervision ..... H-1**

**Section I Adequacy of Record Keeping ..... I-1**

**Section J History of Compliance with Standards..... J-1**

BSCC Titles 15 and 24, CCR Inspection ..... J-1

**Section K Unresolved Issues..... K-1**

Funding / Phasing – Detention Facilities..... K-1

Consolidation of Detention System at PSC:..... K-1

Effects of AB109 – State Realignment:..... K-2



## SECTION A ELEMENTS OF THE SYSTEM

The Stanislaus County Sheriff's Office currently operates three separate detention facilities as elements of its "detention system". The three detention facilities include:

- Men's Jail (MJ) located at 1115 H Street, Modesto, CA 95354 (Downtown Modesto)
- The Public Safety Center (PSC) located at 250 East Hackett Road, Modesto, CA 95358 (Suburban Modesto)
- The Honor Farm located at 8224 West Grayson Road, Modesto, CA 95384 (Rural Stanislaus County).

The MJ was constructed in 1955 and is the central intake for male offenders in the county. The housing units in this facility are of the old linear design with open bars and long corridors. This facility is three stories high with the exercise yard located on the roof and the inmate worker quarters located in the basement. Significantly, this facility has no program space. This is particularly problematic for the longer termed inmates housed in this facility. The Corrections Standards Authority rates this facility at 342 beds while a Federal capacity limit is 372 beds. Most of the higher security inmates, including "realignment inmates"<sup>1</sup> and parole violators from CDCR, are housed at this facility due to the cell configurations and remote supervision. The MJ is old, outdated and inefficient.



The PSC is a newer facility that takes advantage of modern podular designed direct-supervision housing units. The campus contains a three-dorm, 192 bed minimum-security housing units located approximately 500 yards from the main facility. The main facility contains a total of six housing units. Five housing units are medium security, direct-supervision single and double occupancy cells. The sixth unit is a mixture of single and double occupancy cells, maximum security beds (40), medium security beds (40) and (24) non-rated mental health beds. The total rated capacity for these units is 702 beds. This facility has limited programming space intended for shorter term inmates. Similar to MJ, a significant number of "realignment inmates" and parole violators are housed in this facility.

<sup>1</sup> Former California State Prison inmates now sentenced to local jails under AB 109.





## STANISLAUS COUNTY ADULT DETENTION NEEDS ASSESSMENT 2013 UPDATE

As a result of the planning efforts by the County of Stanislaus and previous Needs Assessments (2007 and 2011) the County applied for, and was granted, state funds under AB 900 to construct additional maximum security beds, medical/mental health beds and service areas. The county will fund the intake/release/transfer and administration spaces at the PSC. This will allow the County to consolidate inmates and services at the PSC, close the Honor Farm and partially meet its goal of centralizing all of its inmate population and associated services at the PSC campus. The AB 900 project is currently in the design phase. Currently two scenarios are being studied which will allow the County to construct 72 medical/mental health beds (special use beds) and either two 192-bed maximum security units or two 240 - bed units. The cost-efficient design that fits into the current budget will eventually be constructed.

The Honor Farm is a minimum security facility that is located in the rural area of Stanislaus County. This facility was constructed in 1967 and originally contained four barracks buildings with a rated capacity of 322 Beds. Three of the barracks were rated at 70 beds each (dorm housing), and one barracks with a capacity of 112 beds. On June 26, 2010, two of the 70-bed dorms were destroyed by a fire. In 2012, the capacity of the HF was further reduced by 96 beds due to the closure of a dilapidated dorm. This resulted in a reduced maximum rated capacity of the 86 beds. The remaining dorm continues to house a small inmate population.



As a result of the fire at the HF, the County received a settlement from its insurance company which funded a replacement facility. This facility, which is currently under construction at the PSC, will contain 192 beds. It will also contain some programming space for the inmates housed here. Once it is open, which is expected to occur in September 2013, the HF will be closed and the goal of centralizing all Stanislaus County Jail inmates at the PSC will be partially met.

The Corrections Standards Authority provided rated capacities (RC) for all detention beds in jails in California. Their RC is based upon the existing space in a given jail and its compliance with the Title 24, California Code of Regulations (CCR) Standards that were in effect at the time the facility was constructed. Occasionally less restrictive standards will be adopted and the county then has the option to comply with these less restrictive standards which may increase the RC of the facility. Finally, there are a number of holding and "special use" cells (such as holding, medical, and disciplinary isolation cells) that are not counted in the RC of the facility. These cells are not counted as the RC because the cells are not operationally used to house general population inmates, rather they are used to fulfill a special need.





STANISLAUS COUNTY ADULT DETENTION NEEDS  
ASSESSMENT 2013 UPDATE

The "design capacity" (DC) includes all of the cells in a facility that meet Title 24 CCR standards. Since special use cells, or non-rated cells, cannot be used by the general population and this special population often fluctuates, we prefer to use the CSA's RC for each of the facilities. However, to ensure that all beds are counted and to attempt to alleviate any confusion, we will provide numbers for both the RC as well as the DC

As a baseline, the following represents the current rated capacities of the three detention facilities. These are the number of CSA rated beds as of March 2013.

**BSCC Jail Bed Rated Capacities (RC)**

	Single Cell Beds	Double Cell Beds	Dormitory and Multiple Beds	Total Rated Beds
Main Jail	65	0	<sup>2</sup> 54 + 223 = 277	342 <sup>3</sup>
Public Safety Center	142 <sup>4</sup>	368	192	702
Honor Farm	0	0	86	86
<b>Totals</b>	<b>207</b>	<b>368</b>	<b>555</b>	<b>1130</b>

The following chart represents the DC for the three facilities that meet the Title 24 CCR Standards with the number of "special use beds" included in the totals.

**BSCC Jail Bed Design Capacity (DC)**

	Total Rated Beds	Special Use (non-rated) Beds	Total Design Capacity
Main Jail	342	2	344
Public Safety Center	702	24	726
Honor Farm	86	0	86
<b>Totals</b>	<b>1130</b>	<b>26</b>	<b>1156</b>

Since the 2007 TRG Needs Assessment, there have been a number of changes to the RC of the detention system. Some of these changes have been physical and some operational. Within the parameters of this Needs Assessment, we will only identify the changes to the RC based upon physical changes to the physical plants.

<sup>2</sup> The MJ contains the only multiple cells in the system (old standards)- which are similar to dormitories

<sup>3</sup> The MJ has a federal cap of 396 beds, 39 single cells identified above have double occupancy

<sup>4</sup> PSC Building B contains 24 additional single beds that are not CSA rated due to their "special use"



The 2007 TRG Needs Assessment provided a table on page A 1 which was used to develop the 2007 baseline bed count. These numbers reflected both Title 24, CCR RC, Title 24, CCR DC **and beds that were present that were not in compliance with Title 24 CCR**. The following chart identifies how the numbers of beds included in the 2007 Needs Assessment has changed to what the above tables show...

### Historic Detention Bed Capacities

Year	Main Jail	PSC	Honor Farm	Totals	Notes
2007 TRG Numbers	396	726	370	1492	Numbers reflect the Design Capacity for the detention system <b>plus</b> non-Title 24 CCR compliant beds.
2008	396	726	(-32) 338	1460	HF Barracks 4 partial closure due to conditions.
2010	396	726	(-140) 198	1320	HF fire removed Barracks 1 and 2.
2011	(-52) 342	726	(-16) 182	1252	This represents deducting the non-compliant <sup>5</sup> beds. This is the Design Capacity (DC).
2011	(-2) 342	(-24) 702	182	1226	This represents deducting the non-rated, Title 24 compliant beds to give the Rated Capacity (RC).
2012	342	702	(-96) 86	1130	This represents deducting 96 beds from the HF.

### Urgent Service Gap in Adult Criminal Justice System

The TRG 2007 Needs Assessment identified six main urgent service gaps. The first identified additional beds that are needed to meet the near future needs. The 2011 Crout & Sida report found that this was only partially true. The most pressing need for the Stanislaus County Sheriff's Office Detention System in 2011 was an inadequate number of maximum security beds. These beds were needed both as an addition to the PSC facility, as well as replacement beds to ultimately phase out a dilapidated MJ.

This updated Needs Assessment finds that the most critical need for the Stanislaus Jail System to be two-fold. First, there is a lack of program space for inmates to prepare for reentry into the community and secondly, there is a lack of beds available to meet the ultimate goal of permanently closing MJ for the housing of inmates and centralizing all inmates and associated programming services at the PSC.

<sup>5</sup>"non-compliant beds" is a term used to describe jail beds that are not in compliance with Title 24 CCR standards.



TRG's five bullet points on the top of page TRG's A2 are still valid. Those points include:

- The antiquated linear design of MJ makes it difficult to manage and control and is expensive to operate.
- The HF lacks the security necessary for the classification of inmate housed there. *(this will shortly be resolved by the closing of the HF)*
- The age of MJ requires extensive maintenance with many replacement parts for key systems no longer available.
- The cells at MJ are not designed to house today's more violent offender. In addition, the facility has a number of suicide hazards that are inherent with this design
- The overall design at MJ does not meet today's standards.

The 2011 Crout & Sida report added three additional points to these issues

- The reduced size of the Honor Farm, together with its location, makes it less economical to operate given the reduced economies of scale. *(this will shortly be resolved by the closing of the HF)*
- Far too many inmates are assigned to housing units that are below their classification security level, directly due to a lack of maximum security beds. *(this will be mitigated, but not solved, with the current AB900 jail construction)*
- The Intake/Release area at MJ is inadequate for the number of inmates processed and a new area should be added to PSC as a replacement. *(this will be solved with the current AB900 jail construction)*

**This updated Needs Assessment highlights the two most critical needs for Stanislaus County Jail System:**

- The need for additional programming space, especially programming that focuses on community reentry, due to the radical change in the inmate demographics in the jail system as a part of AB 109 Realignment.
- The need for a net addition of 342 replacement beds constructed at PSC to allow the County to close the antiquated Men's Jail and centralize all inmates and associated services at the PSC campus.



## SECTION B OPERATIONAL AND DESIGN PHILOSOPHY

The TRG 2007 Needs Assessment identified a "goals and objectives" statement taken from the Adult Detention Division Policy Manual (number 1-1) that was last reviewed on March 5, 2004. Since TRG's 2007 Report, a new set of "goals and objectives" was been adopted on April 1, 2011. This set of goals and objectives presents the Stanislaus County Sheriff's Office current philosophy.

- The Stanislaus County Sheriff's Adult Detention facilities were designed and constructed to provide the citizens of Stanislaus County with safe and secure facilities that either comply with or exceed standards articulated by local, state, federal, and professional government agencies.
- The Stanislaus County Sheriff's Department will maintain lawful, secure, and humane detention of persons held in custody within Stanislaus County. Written documentation describing the Division's philosophy, goals, and policies will be updated as necessary and reviewed annually. Adult Detention staff shall participate in the development and implementation of the Division's goals, objectives, policies, and procedures.
- Alternatives to incarceration shall be utilized and remain consistent with our responsibility to ensure public safety and to protect inmate rights. Inmates shall be classified in a manner that enhances overall facility security while providing safety to the public. While considering public safety as well as facility security, inmates shall also be classified in a manner that provides safe, secure, and humane housing.

### The Mission Statement

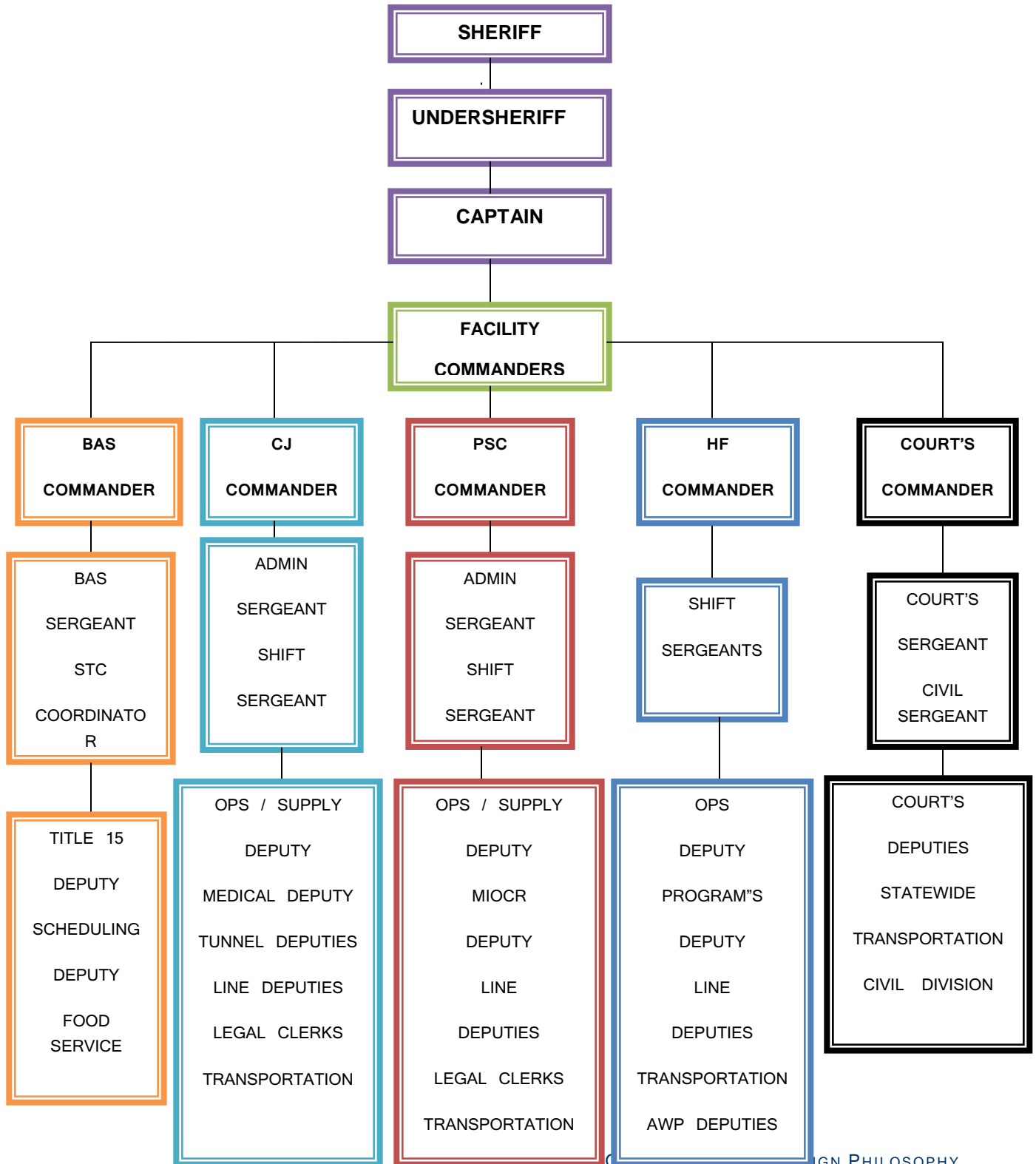
"We, the members of the Stanislaus County Sheriff's Department are dedicated to serve and protect the community through the highest standards of professionalism and ethical conduct by ENFORCEMENT, PREVENTION and EDUCATION in partnership with the community."

### Procedure

- 1) General facility operation is designed to ensure, that those remanded to the custody of the Stanislaus County Sheriff, are provided with safe, secure, and humane treatment consistent with applicable standards, laws and judicial decisions.
- 2) Medical and mental health care, nutritious meals and a hygienic clean environment will be provided to inmates in the custody of the Stanislaus County Sheriff. Religious materials and counseling as well as educational opportunities shall be provided to inmates where security permits.
- 3) The continuity of family and community contact will be encouraged by appropriate policies governing visiting, telephone usage, volunteer involvement and mail.



### Stanislaus County Sheriff's Office Organization Chart Detention Division





## STANISLAUS COUNTY ADULT DETENTION NEEDS ASSESSMENT 2013 UPDATE

The TRG 2007 Needs Assessment identified the "Design Goals for the New Adult Detention Beds and Support Spaces" on page B-2 of the report. There are twenty bulleted items beginning on page B-2 and ending at the top of page B-3. With the exception of the final two bulleted items (double fencing and court suite) the items remain valid. In addition to these we need to add the following:

1. Replace all minimum security housing current located at the Honor Farm with (182 beds - remaining after the fire) 192 beds at the PSC. (*This will be accomplished with the completion of the new 192 bed housing unit at PSC*)
2. Mothball the Honor Farm for possible future use as a "fire camp."
3. Replace all of the current Men's Jail beds with new housing units, intake and support areas at PSC, thus consolidating all detention activities at PSC.
4. Consider converting the Men's Jail as a court holding facility.
5. Focus on video visiting to provide a majority of all visiting at PSC.

The *Construction and Administrative Work Plan* described by TRG on the middle of page B-3 through B-5 remains valid (as of March 2013) as a generic design process.



## SECTION C CURRENT INMATE POPULATION

### Introduction

The information presented in this chapter, collected from both the Stanislaus County Sheriff's Department and the Board of State and Community Corrections (BSCC) portrays a significant change in the type of inmate currently housed in the County's facilities and will provide the reader with a snapshot on the most current demographic of inmate population. Section F will discuss the inmate demographic historical trends and characteristics of the inmate population.

Inmate demographics are illustrated in this section in the areas of:

- Population by Court Status by Percentage
- Population by Court Status by Gender by Average Daily Population
- Population by Classification
- Population of Inmates Requiring Mental Health Attention
- Population of Inmates Requiring Medical Attention
- Inmate Bookings by Month
- Early Inmate Releases by Court Status by Quarter
- Impact of AB 109 Inmate

The graphs presented in this chapter provide a broad overview of the characteristics of the Stanislaus County Jail System population during the first quarter of 2013.



STANISLAUS COUNTY ADULT DETENTION NEEDS  
ASSESSMENT 2013 UPDATE

Stanislaus County Adult Detention Facilities' Inmate Population by Court Status  
by Percentage



Source: Stanislaus County Sheriff's Department

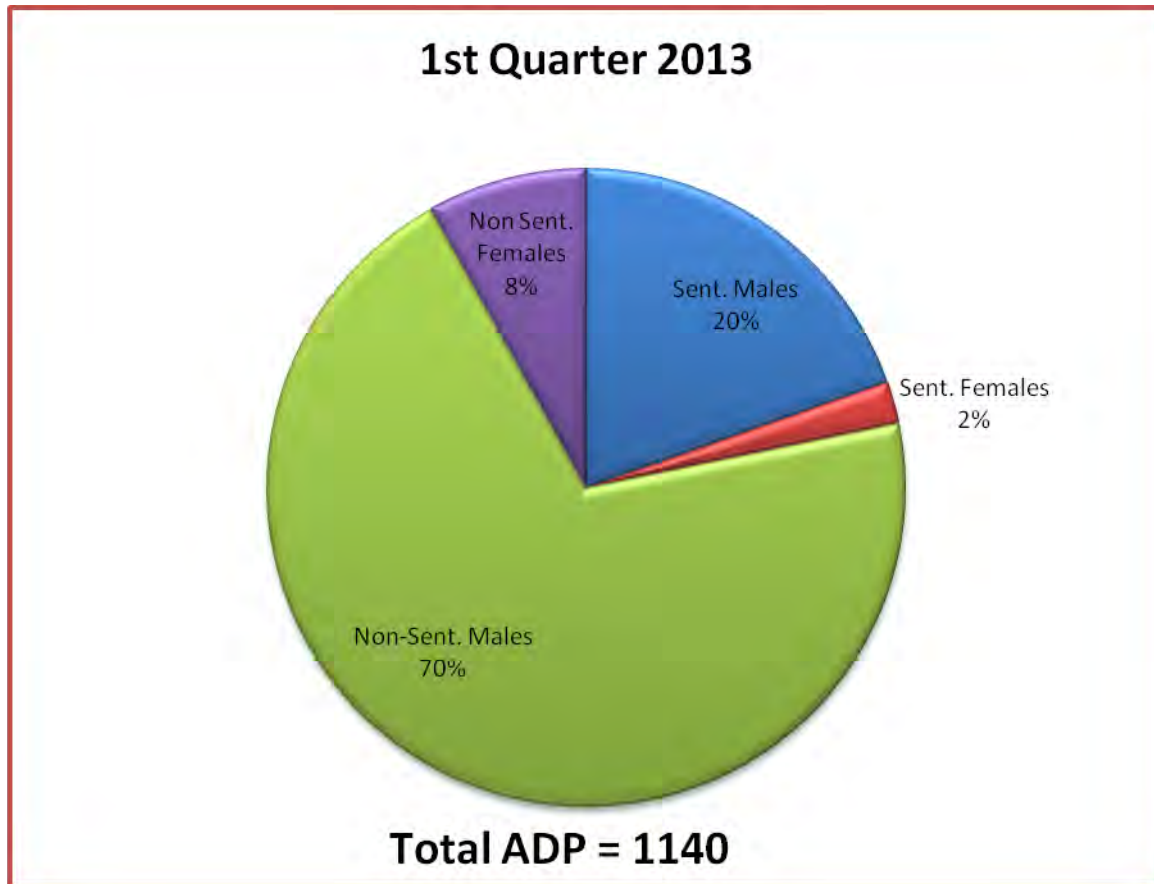
As can be viewed in the chart above, a significant majority of inmates housed in Stanislaus County's Jails are "non-sentenced." This type of population is generally more staff intensive to manage. This is because of a number of factors including:

- Non-sentenced inmates need to frequently be transported to court during their stay.
- If the inmates are substance abusers, they need to detoxify requiring increased medical and possibly mental health attention.
- Inmates need to be classified by security staff as well as medical and mental health for appropriate programs and housing.





Stanislaus County Adult Detention Facilities' Population  
by Court Status by Gender by Average Daily Population

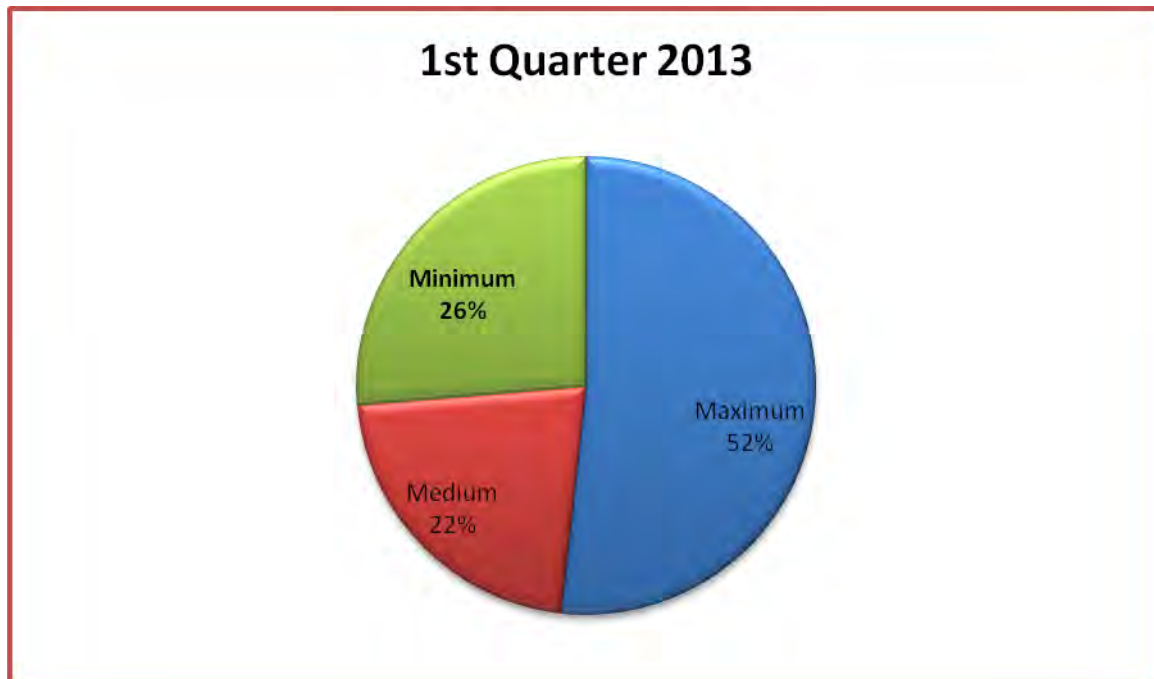


Source: Stanislaus County Sheriff's Department

This table graphically shows the population of the jail by gender (90% male and 10% female) and their court status for the first quarter of 2013. If the number of AB 109 inmates continues to rise, this will decrease the percentage of non-sentenced inmates in the jail and increase the need for programs for its longer termed inmates.



### Stanislaus County Adult Detention Facilities' Population by Classification



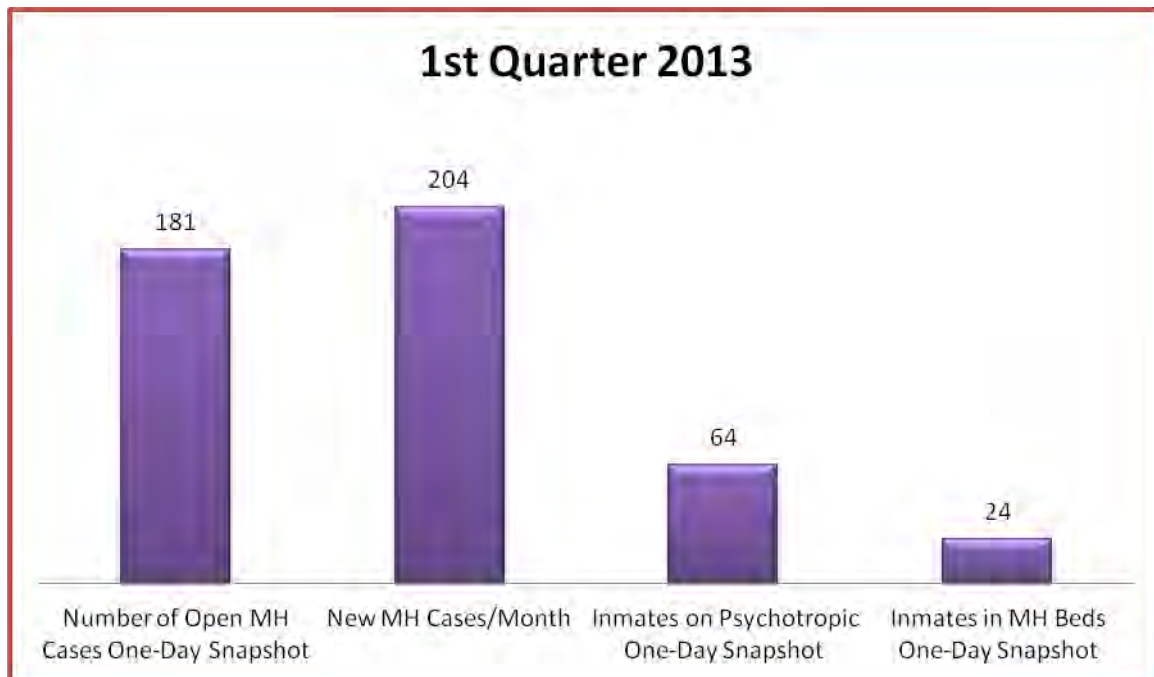
Source: Stanislaus County Sheriff's Department

The last two Needs Assessments correctly pointed out that greatest need for future housing is for maximum security beds. The current AB900 construction project has recognized this fact and is in the planning phase to add principally maximum security housing units.

A vast majority of the current bed space in the Public Safety Center is medium-security type construction; however there is a need for more secure maximum-security beds. Once the AB 900 construction project is complete, the stress of housing inmates in beds that are below their classification level will be somewhat mitigated. However there are not sufficient beds being planned for the County to be able to close the Men's Jail and move its inmate population to PSC. The important point here is that as long as the Men's Jail is open, its inmate population will lack space to provide programs needed - especially the AB 109 inmates who are housed at the MJ.



### Stanislaus County Adult Detention Facilities' Population of Inmates Requiring Mental Health Attention



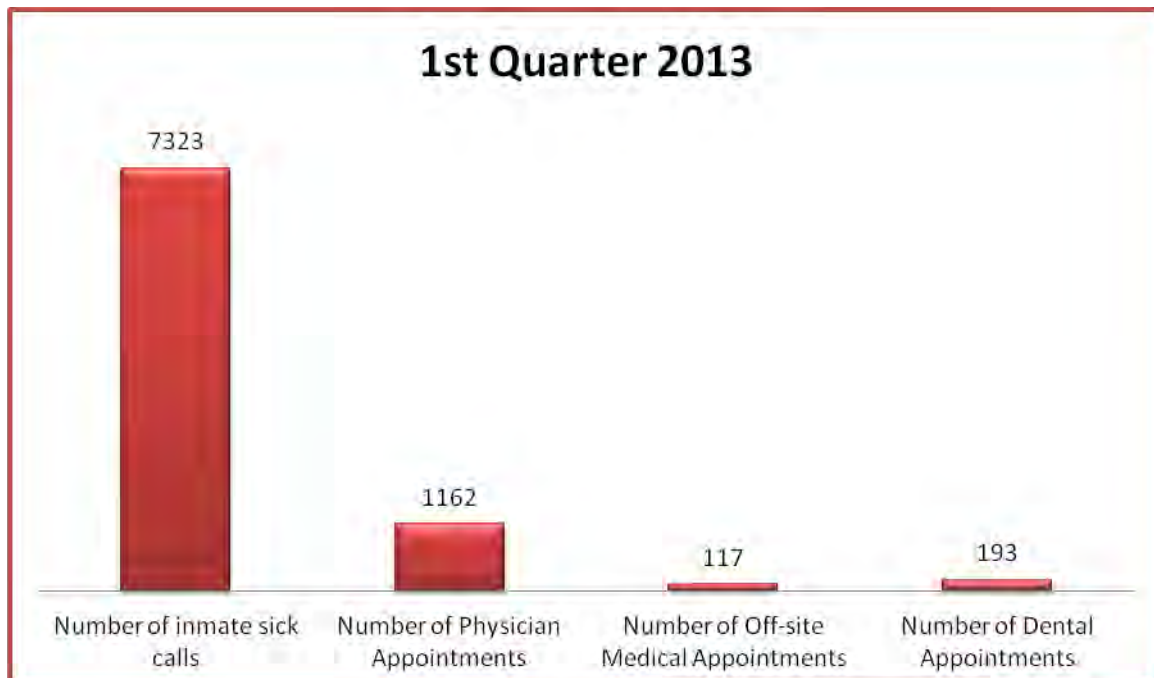
Source: Stanislaus County Sheriff's Department

Inmates that require mental health services continue to significantly impact the population of the jail. These inmates are more difficult to manage by custody staff and require much more attention by medical and mental health staff. Most of these inmates require segregated housing due to their specific condition. The cost in psychotropic medication alone is very onerous. **For example, the cost of psychotropic medication for the first quarter of 2013 was \$30,450.46.**

The new facility being planned and funded under AB900 will hopefully address most of the mental health needs at the Jail System. There will be dedicated space for inmates needing mental health services as well as the staff who treat them. While this space will definitely help ease the stress on the current facility, we believe that this population will continue to grow - both by local and (previous) state inmate populations. Consequently, we believe that the County should consider adding space dedicated for mental health services in any new construction project.



### Stanislaus County Adult Detention Facilities' Population of Inmates Requiring Medical Attention



Source: Stanislaus County Sheriff's Department

Similar to inmates with mental health issues, inmate needing medical services has grown over the years to have a significant impact on the jail operations and budget. **In fact, the cost of medication for inmates during this quarter was \$95,526.05.** We anticipate that as with the general population, medical costs will continue to escalate. Fortunately, as with the mental health function, there is space being constructed with the AB 900 project that will serve both this inmate population as well as to provide needed medical staff spaces.

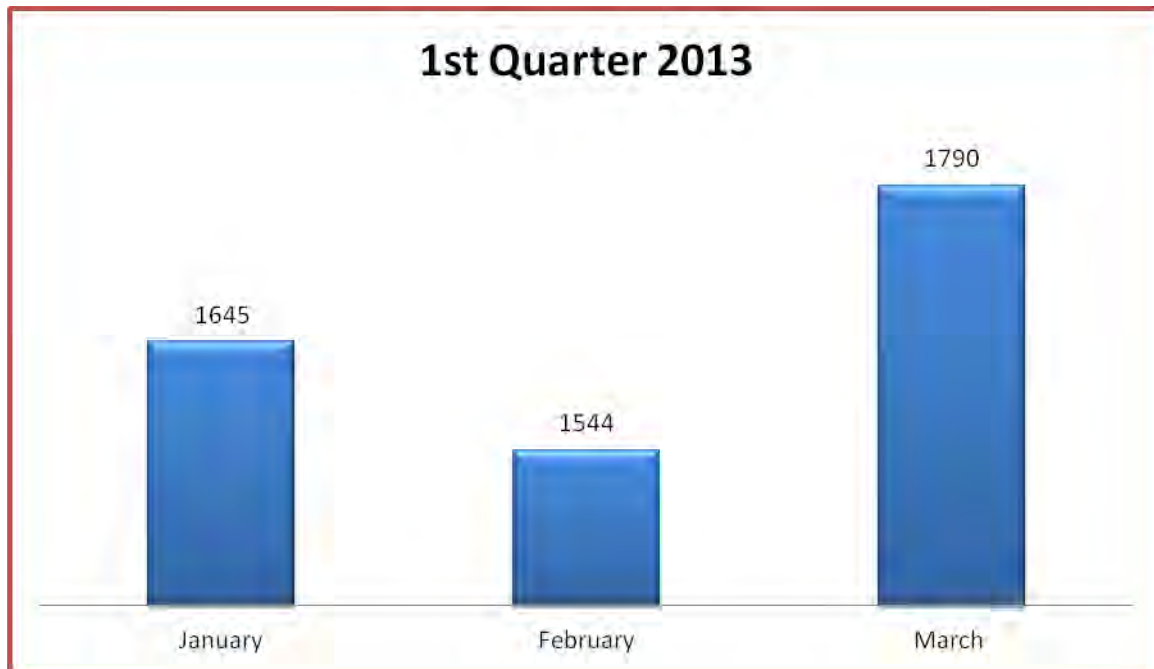
While the AB900 project will remove some stress on the delivery of medical services, we anticipate that this need will increase if the inmates from the Main Jail are eventually moved to the PSC. Consequently, like



## STANISLAUS COUNTY ADULT DETENTION NEEDS ASSESSMENT 2013 UPDATE

mental health services, we recommend adding medical space - both housing and staff space - to any project that adds beds to the PSC.

### Stanislaus County Adult Detention Facilities' Population Inmate Bookings by Month



As can be viewed by the above graph, there is an average of 55 new bookings into the Stanislaus County Jail System each and every day. The good news is that these new bookings will occur at the PSC once the AB 900 construction project is finished. This will take the stress off of the main Jail booking area where most of the arrestees are processed into the system (and become inmates).

The largest concern with this number of new inmates is that space is limited in the Jail System. For every person processed into the Jail System, there must be at least one inmate that is released from the Jail System. When the number of inmates being released through normal methods is less than the number of inmates that are processed into the Jail System, an accelerated release procedure is utilized to manage the jail's inmate population.



### Stanislaus County Adult Detention Facilities' Population Early Inmate Releases by Court Status by Quarter



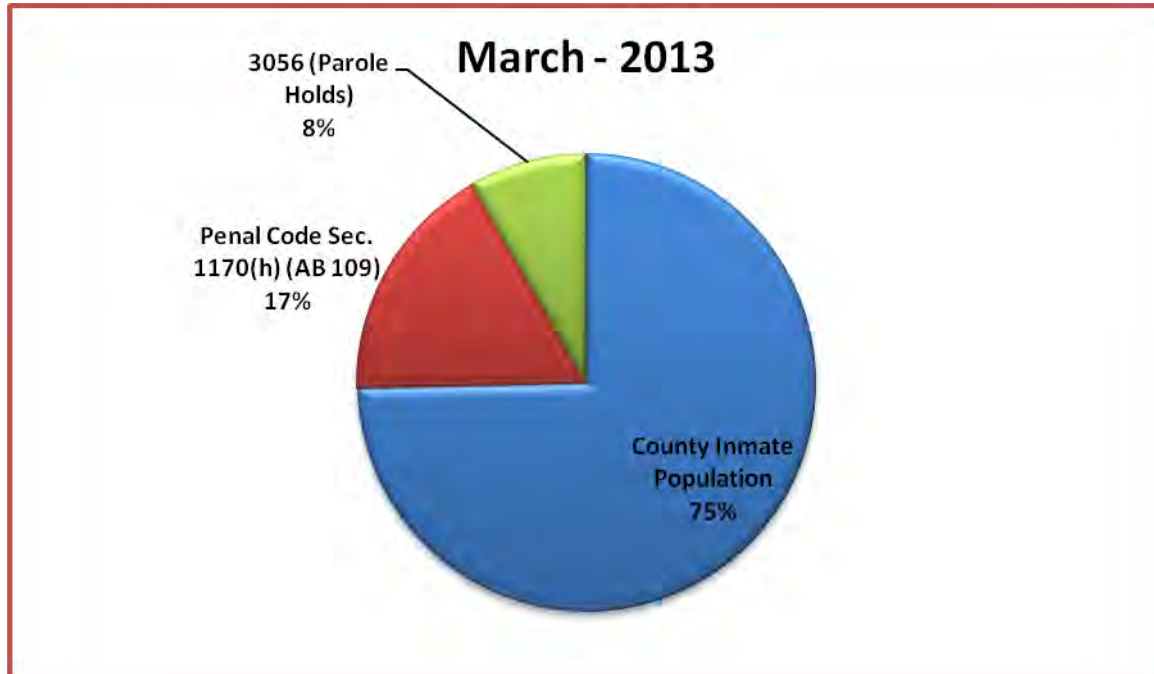
The chart on the previous page listed the bookings per quarter. The above chart reflects the number of inmates that are being released by court status for the quarter. The important thing to note on this chart is that it reflects only those inmates who were released early due to a lack of space.

While the AB900 construction project will add some much needed beds to the Jail System, it is important to note that jail beds will always be a premium. Consequently we believe that it is equally important to construct program space where evidence based programs can be provided with the intent to reduce recidivism. Only through reducing the number of persons who recommit crimes and end up back in jail can we stop this downward spiral that is extremely costly for the County in both human and cash terms.



STANISLAUS COUNTY ADULT DETENTION NEEDS  
ASSESSMENT 2013 UPDATE

Stanislaus County Adult Detention Facilities' Population  
Impact of AB 109 Inmates



This graph illustrates the relatively large population of inmates who two years ago would have been in state prisons. Nearly 25 % of the jail population is made of this type of inmate. Without lamenting the policy of transferring state inmates to local detention facilities, we must accept this as a reality. Consequently we must adjust our physical plants to meet the different needs of this type of population, more specifically by adding program space. Any plan that the County considers must include closing the Men's Jail because this facility lacks this needed program space as it was designed to hold shorter termed offenders.



## SECTION D CLASSIFICATION OF INMATES

### Introduction

*Classification* is the term given in a detention center for determining the relative risk that each inmate presents in terms of safety and security to staff, other inmates and the public. A standardized objective tool is used to determine the classification level of each inmate. This is essentially the same as doing a "risk assessment" on each inmate in the facility where the booking charge is only one part in determining the classification level.

Once the classification level is determined, the inmate may be housed in the proper level housing unit (maximum, medium or minimum security). The inmates are further segregated within each housing level based upon the safety and security of each inmate within that housing unit. Consequently, while minimum security inmates may be generally housed together in a dorm environment, maximum security inmates may need to be housed separately from other maximum security inmates - thus the need for single and double occupancy cells. Further, these inmates must be moved separately or in small groups which requires additional staff and remote supervision environments in the detention facility (with secure control centers).

Clearly, this update to the needs assessment has identified the overwhelming need for both maximum security housing as well as medical and mental health housing as a primary need based upon the classification of current inmates. As identified in Section C, there are a relatively large number of inmates who are not properly housed according to their classification status simply because of the lack of enough maximum security beds.

### Background

Because the classification system is driving the need for a specific type of bed (maximum security), it is critical that the decision makers, who may not be completely knowledgeable of complexity of a classification system, be provided information on how the system works in Stanislaus County. As a result, a Stanislaus County Detentions professional prepared the following:

*All newly received inmates are initially classified objectively to determine their level of security and proper housing location. This process is known as the "initial classification assessment." The classification plan is designed to properly assign inmates to the appropriate housing according to the categories of sex, age, criminal sophistication, seriousness of crime charged, physical or mental health needs, gang affiliation, and other relevant criteria. The Intake Deputy will use all of the information obtained during the intake process to determine the inmate's proper placement into a temporary holding cell. All the information obtained during the intake process will be delivered to the on-duty Classification Deputy, who will objectively classify the inmate with-in 72 hours after booking (classification assessment interview).*





## STANISLAUS COUNTY ADULT DETENTION NEEDS ASSESSMENT 2013 UPDATE

*An inmate may be classified as Administrative Segregation or Maximum Security at the time of the classification assessment interview based on the criteria above, and more specifically, whether the inmate is prone to: escape, assaulting staff or other inmates, engaging in criminal gang activity, disrupting the operations of the facility; or, they are likely to need protection from other inmates. The inmate's custody / classification history will aid in making this determination.*

*All newly received inmates, charged with murder (187 PC) and other egregious crimes, are initially housed as maximum security. The classification plan has a process built into it that allows these types of inmates to request a downgrade in their classification. Unfortunately, classification downgrades are being over-used to remedy the current lack of bed space to properly house maximum-security inmates. Once requested or because of need, due to lack of bed space, a Classification Deputy may initiate a classification downgrade packet to downgrade the inmate's classification. If approved by the Classification Sergeant, the inmate's classification is downgraded and the inmate is housed in a general population bed, (may include a Protective Custody housing unit) which in many instances is a severely lower level of housing. Currently, the facilities do not have the bed space to properly house every maximum-security inmate in a single cell or double cell.*

*Classification or segregation of inmates is not based on race, color, creed, or national origin. Currently, a large number of our jail population requires segregated housing or is made up of active and non-active gang members, also known as dropouts. To maintain the safety and security of inmates and staff as well as the good general order and overall operation of each facility, inmates with gang affiliation or requiring segregation are classified and segregated into several categories:*

- Norteno/Northern Structure - There are almost 200 inmates identified in this classification, many of these inmates have committed heinous crimes in the community such as armed robbery, home invasion robberies, drive by shootings, and extortion. Due to a lack of bed space, the majority of the inmates in this classification are housed in dorm cells, which have a capacity of twelve inmates. Housing these types of inmates in a dorm cell is very difficult due to their criminal sophistication, organizational structure, and criminal mentality. An inmate must claim affiliation or be documented, by a Classification Deputy or Gang Intelligence Deputy, to be classified as a Norteno gang member.*
- Sureno - There are approximately thirty inmates identified in this classification. As with any other affiliated gang member, these inmates pose significant challenges in their housing. They must be kept segregated for their safety from the Norteno population, other gang dropouts and other active gang members.*
- Northern Riders – This is a newly documented and court validated criminal street gang classification in Stanislaus County. This gang evolved from inmates who were previously housed and classified as dropouts in segregated protective custody housing. As with all of the other gang classifications, they pose a significant challenge to house. Due to a lack of bed space, the majority of the inmates in this classification are housed in dorm cells, which have a capacity of twelve inmates. Some have also been moved into the Special Handling Unit due their criminal activity and attempts to disrupt facility operation.*
- Drop Outs/Protective Custody - This is by far the most difficult type of inmate to house. Due to appropriate cell limits we have been forced to house all drop outs and Protective Custody inmates*



## STANISLAUS COUNTY ADULT DETENTION NEEDS ASSESSMENT 2013 UPDATE

together. Drop outs are inmates who have renounced their gang ties, they include, Norteno, Sureno, Nazi Low Rider, White Supremacist to name a few. Many of these inmates are arrested on serious high level crimes that would require restrictive housing. Protective Custody (PC) inmates are inmates who are unable to function in general population, due to charges or weakness, they must be housed separately.

- *Three Strikers - Around 1998, shortly after the "Three strikes, you're out" law was signed, Stanislaus County housed inmates going to trial on three strikes cases separately, they were treated like Maximum Security inmates. They are very criminally sophisticated because they have been to prison on at least two prior commitments. There are currently not enough suitable beds to house these inmates at the level required.*
- *Administrative Segregation - These are inmates who due to behavior, possession or manufacturing of weapons, assaults on inmates and/or staff etc., need to be housed in a more restrictive location. We place these types of inmates in single or double cells; they are treated as maximum security inmates.*

Classifications levels 1-5 - this numbering system is used to categorize inmates, based on charges, behavior and prior classification history to determine their proper level of housing. Currently there are Level 5 inmates (maximum security) in Minimum Security beds.

*Adequate and appropriate bed space is necessary to maintain the safety and security of inmates and staff. Not housing inmates in the proper level of housing severely jeopardizes the ability of staff to maintain the good order and operational capacity of each facility. Stanislaus County has continually been forced to house a higher security inmate in a lower security setting. There are inmates convicted of armed robbery and other serious crimes at the Men's Honor Farm. Inmates are classified on a variety of factors; however with the proper number of high security level beds we could reduce liability, create a safer environment for staff and inmates, and house inmates that are Medium/Maximum correctly.*

## Update

The TRG 2007 Needs Assessment described the classification policies that are being used at Stanislaus County. With the exception of not focusing on the critical need today to provide additional maximum security, medical and mental health staffing, the TRG content remains valid as of March 2013.



## SECTION E PROGRAMS

The 2007 TRG Needs Assessment does an excellent job in describing the programs that were in place during the time that this document was completed. Indeed most of these programs continue to occur. What has changed since that report is a significant change in the inmate profile to include many former state inmates that have been transferred to Stanislaus County Jail under AB 109 (Penal Code §1170(h)). Consequently, there are many new programs that have been added and others that are possible. The stakeholders are ready and willing to implement a number of programs aimed to reduce recidivism and ease re-entry into the community. The only variable which is critically needed is program space. Without this space, the County is limited to the number of programs it can employ.



AB109 dictated that a large number of state inmates (non-serious/non-violent/non-sex offense) who are serving sentences of up to three years will be transferred, or sentenced directly to local county jails including Stanislaus County Detention System. In addition, this Act provided that lower level parolees returning from state prison be supervised by counties. Since these inmates have extended "lengths of stay" versus what the Jails were originally constructed to hold, there is simply not enough space in the current physical plants to facilitate these programs. Indeed,

the Men's Jail is almost totally deficient in having space to provide programs. This Act also dictates that there be programs available for these inmates that are in excess of what is currently provided. This Act also sets up state funding for these programs.

On September 20, 2011, the Stanislaus County Board of Supervisors approved the *Community Corrections Partnership Plan for Implementation of the 2011 Public Safety Realignment (AB109)*. This plan, which was presented by former Chief Probation Officer Jerry Powers, identified the Community Corrections Partnership. This document provides the roadmap that the criminal justice system in general, and the Probation Department and the Sheriff's Office in particular, has and will continue to use to address issues associated with this new jail population dynamic

While the Men's Jail is grossly inadequate in the ability to provide programs for inmates who housed there, Stanislaus County Sheriff's Office has continued to provide the programs described in the 2007 TRG Report at the Honor Farm and the PSC. As mentioned in other chapters of this report, there is a new 192-bed housing unit being added to PSC which will result in the closure of the Honor Farm. In addition, the County is in the planning phase of constructing new maximum security housing units, a medical/mental health unit and other functional use areas to the PSC which will be primarily funded by AB900 monies.



## STANISLAUS COUNTY ADULT DETENTION NEEDS

### ASSESSMENT 2013 UPDATE

This will address the very serious deficiencies in maximum security jail beds and mental health beds noted in the 2007 and the 2011 Needs Assessments and will provide some programs area.. What it will not do, is give the County the ability to close the Main Jail and move its inmates to the PSC campus in order to abandon a dilapidated jail and have access to the program space that is critically needed to meet state and constitutional mandates

### Existing Inmate Programs

Currently, the following providers present programs dependant on space available:

- *Friends Outside* - a community based organization that closely works with current and former inmates and their families. They also provide the following in-custody programs:
  - Breaking Barriers
  - Job development workshops
  - Parenting classes
  - Anger management
- *Office of Education*
  - GED classes and exams
  - Individual Education Plan
- *Stanislaus Literacy Council*
  - Literacy instruction
- *Modesto City Schools*
  - Welding Classes
- *Behavior Health and Recovery Services (BHRS)*
  - Men in Recovery
  - Women of Wisdom
- *Chaplain (Full-Time)*
- *Narcotics Anonymous*
- *Alcohol Anonymous*
- *D.A./ Probation/ BHRS/Public Defender*
  - Mental health Court
  - Drug Court
- *MIOCRG Collaboration between the Sheriff's Office and BHRS*
  - Full time mental health staff and deputies

### Alternatives to Incarceration

The Stanislaus County Sheriff's Office uses a wide range of alternatives to maintain an inmate population level in their facilities that meets Constitutional standards. With the implementation of AB 109, this system has been severely strained to keep up with the added numbers of inmates. Consequently, the County is



## STANISLAUS COUNTY ADULT DETENTION NEEDS

### ASSESSMENT 2013 UPDATE

planning on using a variety of measures (to be discussed later) to meet this challenge. The present alternatives have existed long beyond the 2007 Needs Assessment that described them. They include:

- Alternative Work Program
- Electronic home monitoring
- Sheriff's Parole

In addition, sentenced inmates are having their sentences reduced as needed to maintain a population minimum and are being released from custody early.

#### **Day Reporting Center (DRC)**

Although this is primarily a Probation Department program, it has served to reduce the pressure on the inmate population in the Jails. This program has been operated out of temporary space in Salida, and now in Downtown Modesto, since August 2011. Part of the SB1022 construction project will be to add a program specific building at the PSC site, just outside of the secure perimeter of the Jail. This new space will allow the Probation Department to enhance their program and potentially increase the number of individuals served. Not to be lost is the extremely positive effect that such a program as a DRC has on reducing the potential future jail population

#### **Future Plans**

The Stanislaus County Sheriff's Office in concert with the Community Corrections Partnership should focus on the following to enhance the programs provided in the Jail Facilities together with a continuum of recourses that should extend outside of the secure perimeter of the jails. These include:

- Construct 342 replacement housing units (beds) at the PSC with associated program space that will allow the County to permanently close the Men's Jail and consolidate all of the jail population at the PSC. (this has been the ultimate goal of both the 2007 and the 2011 Needs Assessments).
- Develop evidence based programs to enhance the current alternatives to incarceration.
- Develop a comprehensive program to focus on successful reentry of the jail population into the community. This plan (similar of an Individual Education Plan) should begin at booking and follow each inmate as they progress though the various new and existing jail programs.
- Construct new programs space within the secure perimeter of the jail that would have a linkage with the planned DRC building at PSC.



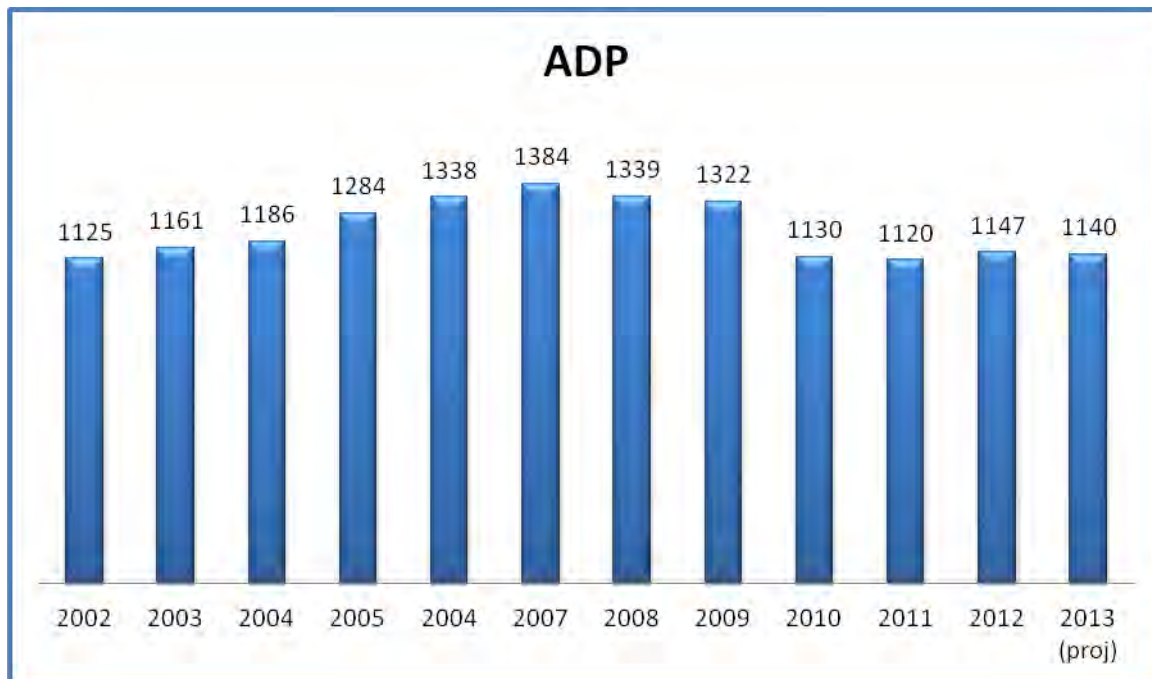
## SECTION F AN ANALYSIS OF THE LOCAL TRENDS AND CHARACTERISTICS

### Introduction

The analyses of local trends within the Stanislaus County community are essential to sound planning for the future criminal justice policy making. Because of recent significant changes to the population of inmates in local detention facilities (jails) through AB 109 *Realignment*, it is important to look at what has changed since the 2011 Needs Assessment Update to fully understand what is occurring within the County.

We feel that the analysis completed in the 2011 Needs Assessment with respect to national crime statics remains valid. What has changed since that assessment is the influx of AB 109 inmates that have been added to the responsibility of the County Jail System. This report will begin with looking at trends that have occurred in Stanislaus County since the last update coupled with historical data. What the reader must be cognizant of is the fact that the population in the Stanislaus County Jail System is artificially depressed due to limits in the number of beds available.

### Average Daily Population



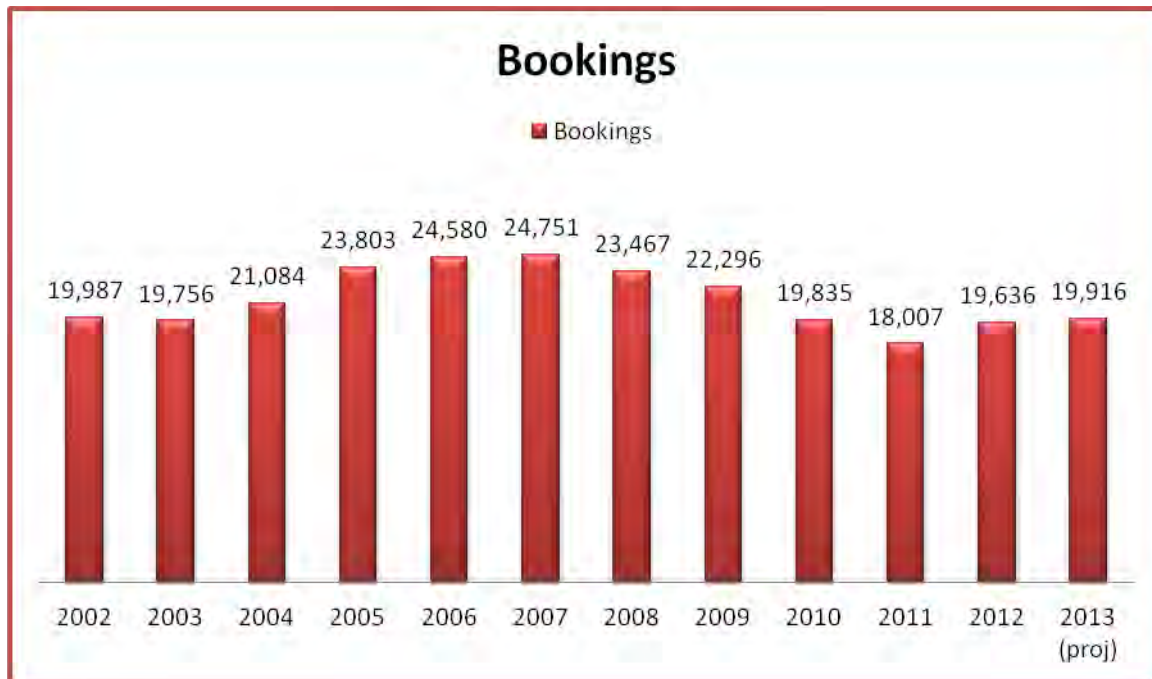
Source: Stanislaus County Sheriff's Department and BSCC Jail Profile Survey





Two decades ago, the Average Daily Population table would often tell of the "need" for additional beds. Today, this table cannot provide this information. Rather it indicates where the County has been for the last eleven years and what the current ADP is. This is because several events have depressed the ADP so that it would indicate to the uninitiated, that the "need" is less. For example, in 2010 a fire destroyed 140 beds at the minimum security Honor Farm. A temporary "reduction in force" further reduced the number of available beds. Both of these factors can be seen in the dramatic drop in ADP between 2009 and 2010. The jail bed "need" was not reduced, rather the number of inmates being held at the facility was reduced. Since 2010 the actual number of available beds has remained steady and this is reflected in the static ADP levels during these dates.

## Bookings



Bookings into the Jail System have been indicative of pressure on the system to accommodate new inmates. Bookings have also been depressed beginning in 2007 until 2011 due to the Sheriff communicating to law enforcement agencies that book into the jail and asking them to increase the use of their citation release process. In 2012, bookings have begun to increase to levels experienced ten years ago and are nearly 2,000 more than in 2011.



## Field Citations

The County utilizes multiple procedures in its attempt to proactively manage the detention capacity. One program put in place fairly recently is the use of field citations. In order to help manage the detention population, the Sheriff's Department issued the following memorandum in June of 2010:

### *Advisory<sup>6</sup>*

*As of June 16, 2010, the Stanislaus County Sheriff's Office recommends the following categories of arrestees be cited in the field:*

- *Infractions or Municipal Code violations, On View or I&B*
- *Any Infraction or Municipal Code warrant*
- *Non-violent misdemeanor charges, On View or I&B*
- *Any type of misdemeanor warrant*
- *DUI arrests, at which time the suspect is no longer intoxicated or impaired*

*Agencies who arrest suspects falling into the above categories should issue citations in a manner consistent with Stanislaus County Court's Citation guidelines, which are as follows:*

- *Court dates are to be set 60 days from the date of arrest*
- *Appearance dates are to be scheduled Monday through Friday, but not on a Tuesday, unless the 60<sup>th</sup> day falls on a Monday that is a holiday*
- *The appearance time is to be scheduled for 0800 hours*

*Shift Sergeants at each booking facility shall have the ultimate responsibility and authority to manage the facility count. As with any new procedure, we expect that not every situation will be easily defined in this advisory and that the Shift Sergeant must work with the arresting officer when unique booking situations arise.*

*Our ability to adequately and appropriately house offenders is an ever-growing challenge. Budgetary constraints, unfunded statutory corrections mandates and inadequate bed space all affect our daily/average inmate population. We appreciate your efforts in reducing unnecessary bookings whenever possible.*

---

<sup>6</sup> Stanislaus County Sheriff's Department Memorandum dated June 7, 2010, subject: Field Citations





The results of this recommendation and practice are summarized below.

**Cites and Releases which Occurred from August 2009 to August 2011**

Locale	Arresting Agency	Number of Persons
Modesto	Police Department	175,161
Turlock	Police Department	10,180
Ceres	Police Department	12,390
Newman	Police Department	1,334

Source: Stanislaus County Sheriff's Department

### Early Releases of Inmates

This practice has been instrumental in helping to keep the ADP at the recent lower levels. Though a useful and much needed tool as of now, the viability of this approach could change at any time causing the County to revert back to a policy of booking these individuals and thus experiencing a significant increase in housing demand.

The County has been forced to aggressively release both sentenced and non-sentenced inmates over the last 13 months as a result of housing limitations. Since April 2011, an average of 49.5% of the ADP has been released early. This situation, like field citations, can produce a risk to the public safety if the County is forced to release inappropriate inmates and is not recommended as routine practice by the County.



STANISLAUS COUNTY ADULT DETENTION NEEDS  
ASSESSMENT 2013 UPDATE

**Inmates Released as a Result of Insufficient Housing Capacity**

All future facility planning should address the magnitude of this practice on housing capacity.

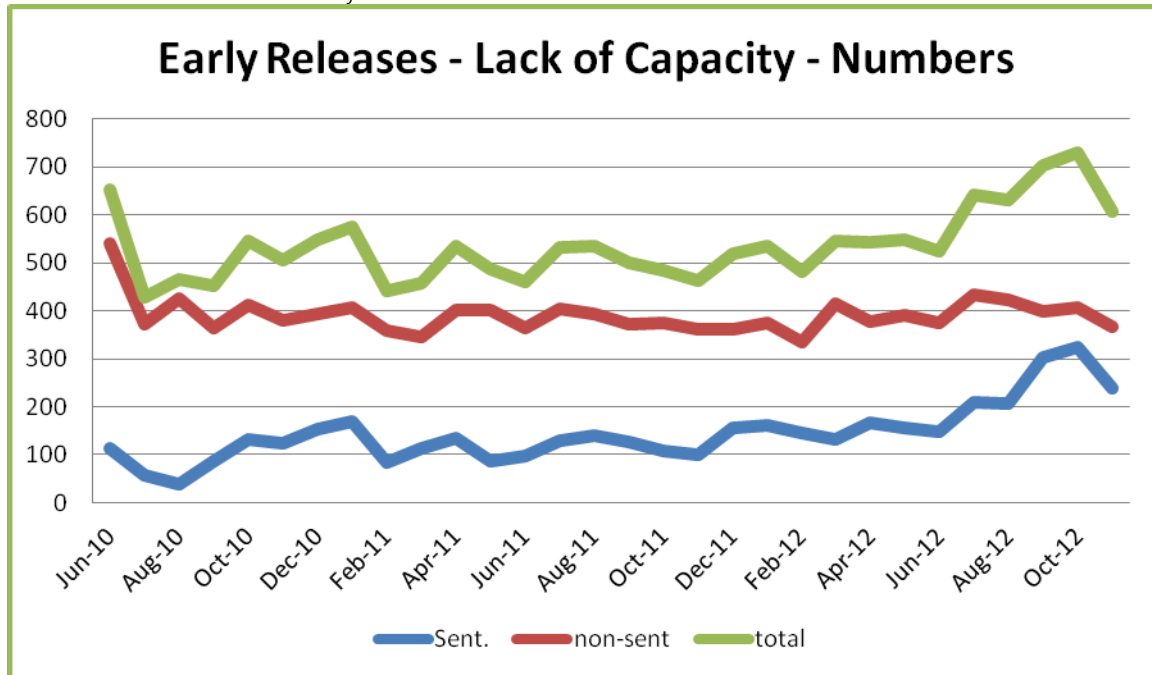
Date	Sentenced Inmates	Non-sentenced inmates (1.)	Total Releases	ADP	Release as a Percentage of ADP
Jun - 2010	112	540	652	1,090	<b>59.8%</b>
Jul - 2010	56	373	429	1,094	<b>39.2%</b>
Aug - 2010	39	426	465	1,102	<b>42.2%</b>
Sep - 2010	87	364	451	1,099	<b>41.0%</b>
Oct - 2010	133	413	546	1,108	<b>49.3%</b>
Nov - 2010	125	380	505	1,080	<b>46.8%</b>
Dec - 2010	153	394	547	1,065	<b>51.4%</b>
Jan - 2011	168	406	574	1,050	<b>54.7%</b>
Feb - 2011	84	358	442	964	<b>45.9%</b>
Mar - 2011	112	346	458	968	<b>47.3%</b>
Apr - 2011	134	402	536	1,003	<b>53.4%</b>
May - 2011	87	401	488	1,004	<b>48.6%</b>
Jun - 2011	97	364	461	1,003	<b>46.0%</b>
Jul - 2011	129	404	533	1,010	<b>52.8%</b>
Aug - 2011	140	394	534	1,019	<b>52.4%</b>
Sep - 2011	126	373	499	1,015	<b>49.2%</b>
Oct - 2011	108	375	483	1,038	<b>46.5%</b>
Nov - 2011	100	362	462	1,053	<b>43.9%</b>
Dec - 2011	157	361	518	1,110	<b>46.7%</b>
Jan - 2012	161	375	536	1,143	<b>46.9%</b>
Feb - 2012	146	336	482	1,161	<b>41.5%</b>
Mar - 2012	132	414	546	1,149	<b>47.5%</b>
Apr - 2012	166	378	544	1,135	<b>47.9%</b>
May - 2012	157	391	548	1,135	<b>48.2%</b>
Jun - 2012	149	376	525	1,149	<b>45.7%</b>
Jul - 2012	209	433	642	1,157	<b>55.5%</b>
Aug - 2012	208	424	632	1,151	<b>54.9%</b>
Sep - 2012	302	400	702	1,152	<b>60.9%</b>
Oct - 2012	324	407	731	1,154	<b>63.3%</b>
Nov - 2012	240	368	608	1,140	<b>53.5%</b>
Dec - 2012	205	375	580	1,141	<b>50.8%</b>
Jan - 2013	228	356	584	1,121	<b>52.1%</b>
Feb - 2013	141	368	509	1,139	<b>44.7%</b>
Mar - 2013	328	375	703	1,160	<b>60.6%</b>



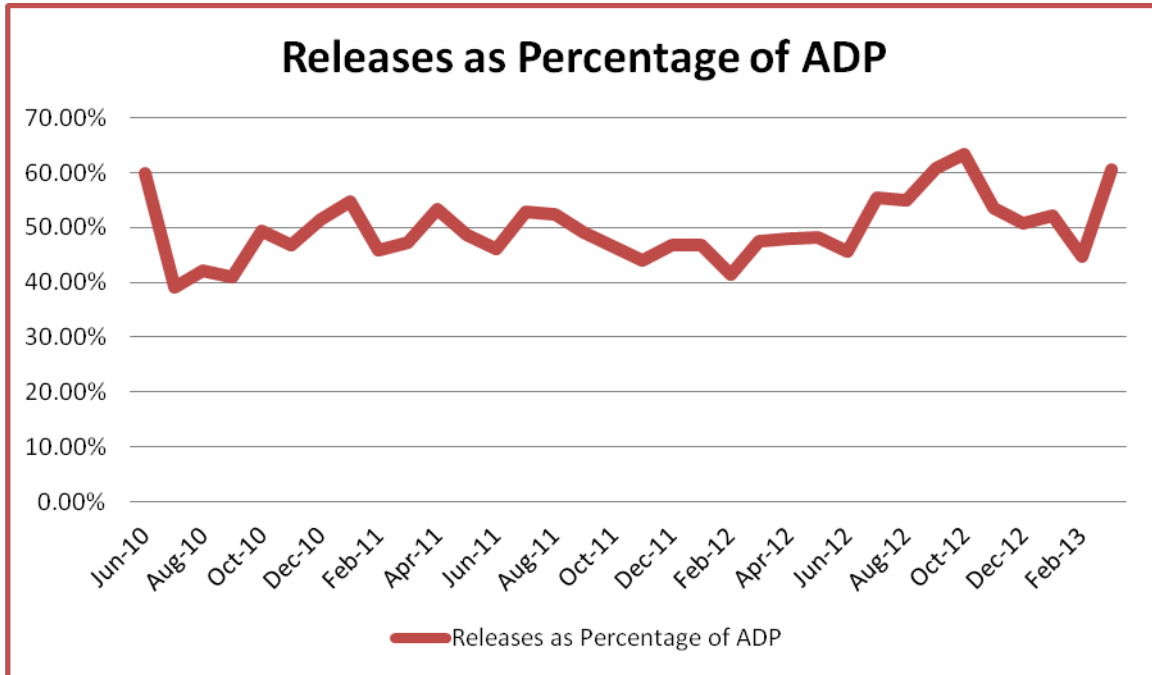
# STANISLAUS COUNTY ADULT DETENTION NEEDS ASSESSMENT 2013 UPDATE

Source: Stanislaus County Sheriff's Department and BSCC Jail Profile Survey

Note: 1. Includes cite and felony OR.

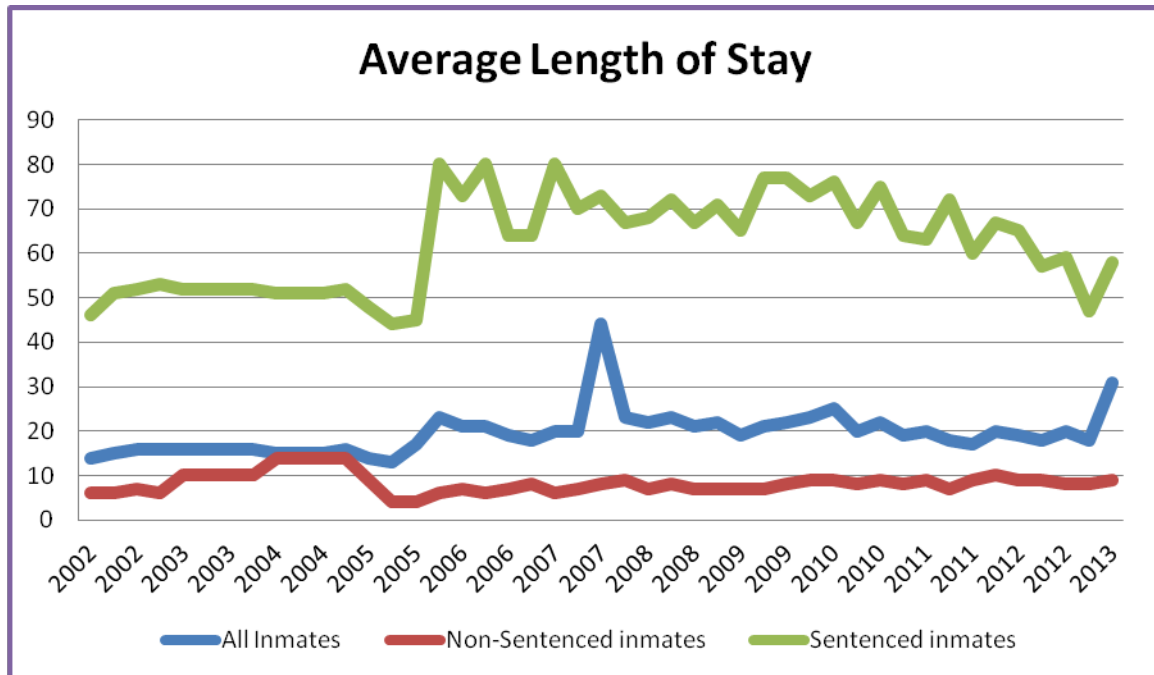


This chart incorporates most of the data from the previous table (page F-5). While the numbers of non-sentenced inmates has remained relatively level since June of 2010, the number of sentenced inmates being release early has shown a strong upward movement in the last twelve months. This may be due to an increasing influence of AB 109 inmates, most of which are sentenced, which causes the County to release other sentenced inmates to make bed space available.



While there are some monthly variations with the chart on the previous page, the number of releases due to a lack of capacity remain very high when compared with the ADP. Consequently, while the ADP has remained somewhat constant during this period of time, the stress on the system to provide inmates with beds remains constant as well.

### Average Length of Stay



Source: Board of State and Community Corrections Jail Profile Survey

The average length of stay is another factor that influences the stress on the Jail System to meet its demands. In 2007 the ALS suddenly spiked and this can be viewed by looking at the ADP for that period of time which was at the highest as well.

It is anticipated that the ALS for AB109 inmates will be so long that, without adding new beds to the Jail System, County inmates will be squeezed out and released. For example, one AB 109 inmate who has an ALS of 90 days will displace three County Inmates who have ALSs of 30 days each.

For planning purposes, inmates with longer ALSs require more programs. It has not been practical to provide a wide range of programs for inmates who are in the Jail System for short period of times (short ALSs). Consequently, county jails were not designed with large spaces for programs as is demonstrated by the current Men's Jail. The new demand on this specialized space that will be generated by inmates with longer ALSs will generate the critical need for program space in the facility where they are incarcerated. We see the critical need to replace the Main Jail as one of the dynamics of the new inmate population.

## Recent Trends Influencing Future Detention Requirements in the County

Since the original PSC was opened in 1992, the demographics of the inmate population have shifted to higher classification levels. Programs have contributed to this phenomenon by channeling the lowest security inmates away from detention incarceration and into other community programs. While the Average Daily Population has been slowly increasing, or in the experience of the last six years, decreasing, the true

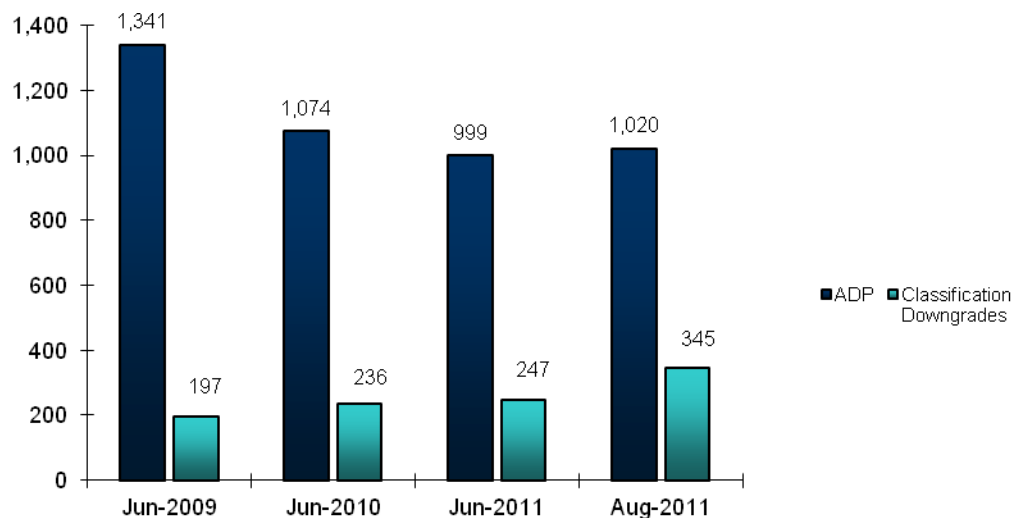


classification level of inmates has been increasing. Consequently, many inmates who should be housed in maximum security beds are instead housed in medium security beds. Significantly, the number of medium security beds in Stanislaus detention facilities System is quite high, while there are few maximum security beds available. This contributes to unsafe conditions for inmates and staff in these facilities.

### Classification Overrides Based on Housing Availability

Historically, Stanislaus County has been forced to override its classification system to downgrade a significant number of inmates for housing placement. The extent to which this practice has been maintained is clearly shown on the following page:

Incidents of Classification Reduction Based on Bed Availability



Source: Stanislaus County Sheriff's Department

Date	ADP	Classification Downgrades	Cases as a Percentage of Total ADP
Jun-2009	1,341	197	14.7%
Jun-2010	1,074	236	22.0%
Jun-2011	999	247	24.7%
Aug-2011	1,020	345	33.8%



## STANISLAUS COUNTY ADULT DETENTION NEEDS ASSESSMENT 2013 UPDATE

Source: Stanislaus County Sheriff's Department

The most current snapshot of inmates housed in County facilities can be broken down even further. On August 25, 2011, the system count was 1,005 inmates, of which 325, or 32 percent, were housed below their appropriate classification level.

*Of these 325 inmates, 84 percent were maximum security inmates that received a medium security classification for housing purposes.* This shortage presents numerous management and operational issues for the County.

Future planning must attempt to correct the routine use of classification overrides by providing housing that supports proper inmate classification and security level.

### Future Impacting Factors - AB109 - Realignment

Another factor that will have an enormous impact on future housing capacity within the County is the State's Realignment Plan. According to the US Supreme Court, the State of California has been unable to manage its increasing inmate population. Coupled with the latest, and most severe, budget crisis, Assembly Bill 109 was passed by the legislature and signed into law by the Governor. This statute is designed to relocate (by realigning the criminal justice system) certain inmates from the state prison population to county jails. During the last several years there has been much discussion on the specifics of exactly how many more inmates the County will be expected to house due to this bill, but it will be, by all accounts, significant. For now, future planning can only provide what best case analyses indicate as the potential increase of ADP in the Stanislaus detention system.

The projection presented later in this section estimates the impact on capacity as a result of AB109. It is projected that 400 additional inmates will need to be housed in the County by the time AB109 is fully implemented.



## Projections of the Stanislaus County Detention Population

### Introduction

Projections of criminal justice populations, though a key requirement of a Needs Assessment, are essential tools for budgeting, operations, and capacity planning as well. The projections of the Stanislaus County adult detention population are based on all of the statistical and trend information known at the time that the forecasts were produced. The projections were developed using a set of statistical techniques known as time-series forecasting and were based on rigorous statistical testing. Time-series forecasting assumes that there is a pattern in the historical values that can be identified. The goal is to define the pattern, understand the short-term and long-term trends, and pinpoint any seasonal fluctuations. Significant policy changes made in past years, if known, can be quantified and included in the statistical model. Time-series forecasting then utilizes the pattern, trend, and seasonal variation identified in the historical data to project future values. Future changes in policies or in critical factors affecting the adult detention population cannot be accounted for using historical data.

The projections of the Stanislaus County adult detention population were generated from the historical data reported on the California Board of State and Community Corrections Monthly Jail Profile Survey for the period of January 2002 through March 2013 and verified and supported by additional data from the Sheriff's Department.

The projections reflect the trends in the detention population through March 2013. Between 2007 and 2010, average daily population in Stanislaus County's detention facilities decreased by 18.4%. During that time period, total detention capacity was reduced by 426 beds. The number of persons booked into the County's detention facilities each year also declined. Admissions fell 19.9% between 2007 and 2010. The downward trend in admissions is affecting the County's overall detention population. Due to the declines in the County's detention population (particularly from 2009 to 2010), statistical projections of the population generated from the historical data initially decline before leveling off in the later years of the forecast horizon. Numerous models were produced and tested; finally resulting in a low, middle, and high model. The low and middle projections are based on data for the overall detention population. The high projection is based on separate projections for the non-sentenced and sentenced populations in the detention facilities, which were summed to produce the overall population projection.

Since 2011, the ADP has remained relatively constant, while bookings have increased by about 9.6%, a small contradiction from the previous paragraph. What has been a constant is that the Jail System will not hold more inmates than they have beds for which would account for the static ADP over the years. The more inmates that are booked into the jail and the longer length of stays simply means that more inmates are released to the community





## Population Forecasting Methods and Limitations

It is important to note that population forecasting is not an exact science. Multiple factors influence facility admissions and length of stay; these factors are influenced by law, criminal justice policy, economics, and the social environment of the jurisdiction. As a result, the estimates of future capacity requirements must be considered as statistically sound baselines. A baseline forecast identifies what the population is likely to be if the current trends continue. While it is possible to calculate the impact of known changes, there are too many items that will affect the County's criminal justice system in years to come that are simply unknowable today.

Jurisdictions like Stanislaus typically confront this problem by employing two strategies:

- Modifying the baseline projection to include any known changes in criminal justice practices, and
- Providing an easily expandable and adaptable building that is flexible enough to respond to change.

Stanislaus County's future planning effort must employ both strategies in order to address the recent events described below and the evolving inmate profile described in Section C.

These are challenging times. Changes are occurring in policy making and incarceration practices across the State, and there are several major forces at work outside the County's control. These projections cannot incorporate these types of future occurrences. This approach to planning can, therefore, only be considered a conservative one.

The forecasting methods used in the 2011 Needs Assessment remain valid. We have included the data that was generated in that report. It must be noted that the impact of AB 109 Realignment had not begun during the last (2011) Needs Assessment. Consequently, we have updated the projections from 2011 to include actual numbers of AB 109 inmates for the period of time from March 2012 to February 2013. We are still using the maximum number of AB 900 inmates at 400 in 2015 as a planning number, although we suspect that this number will be larger.

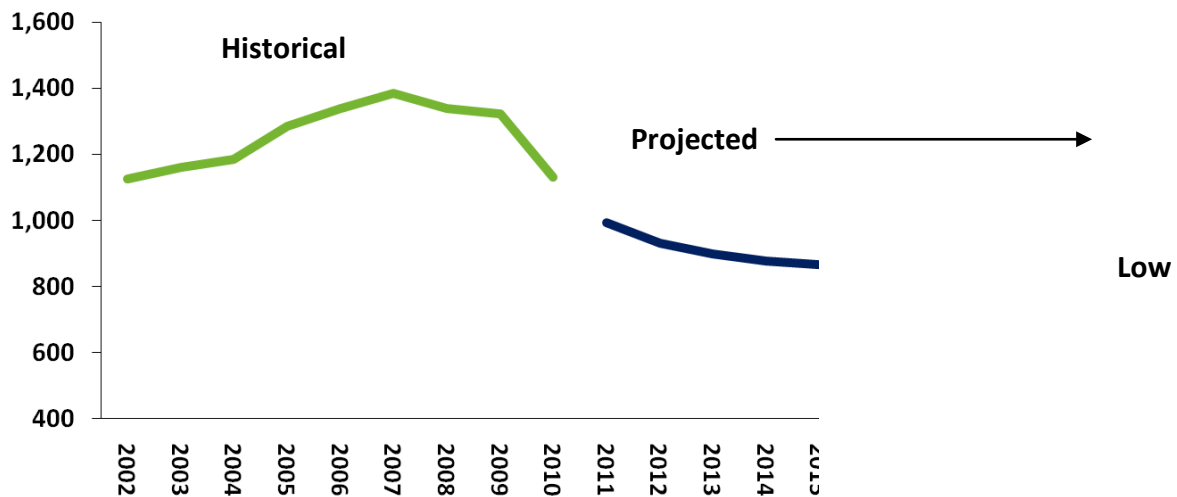
It should also be noted that the forecasting completed in 2011 was based on average daily population data which we have already shown to be artificially depressed through early release mechanisms. Consequently, we strongly believe that the projected numbers through 2020 may be depressed due to the limits in the number of physical beds that are available. When beds are added through the AB900 Construction Project, we further believe that they will be filled and the number of inmates being released due to crowding will lessen.



### Low Projection Model (County Inmates) (2011)

The low Detention population projection is heavily influenced by the downward trend that began in 2008. The projection levels off by the year 2020 at 854 inmates.

**Stanislaus County Detention Population Historical (2002-2010)  
and Projected (2011-2020)**



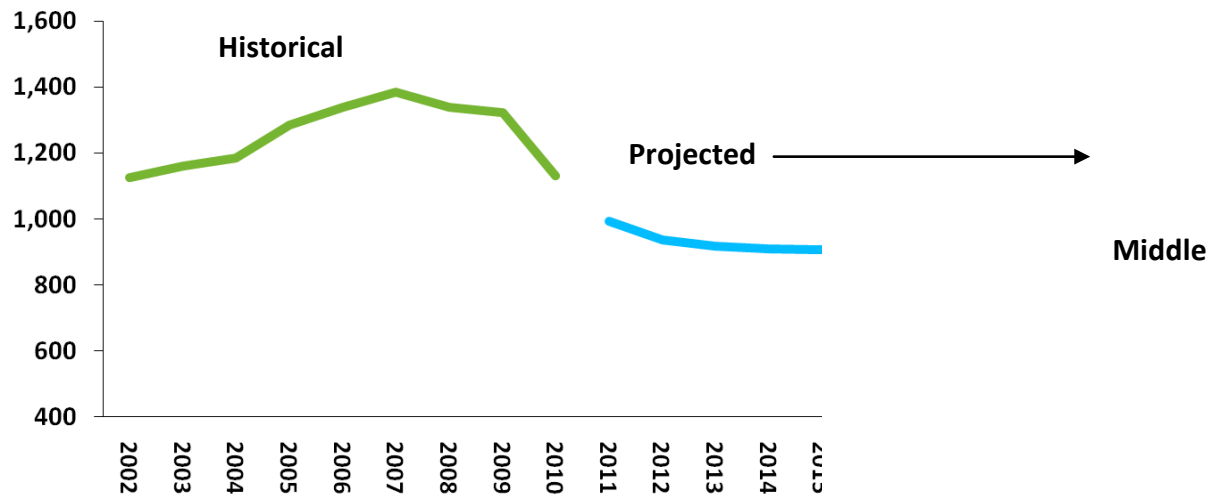
Projections of the Stanislaus County Average Daily Detention Population	
Year	Low Projection Model
2011	993
2012	931
2013	899
2014	876
2015	866
2016	861
2017	857
2018	856
2019	855
2020	854



### Middle Projection Model (County Inmates) (2011)

The middle Detention population projection is also influenced by the decline in the population since 2008, but to a lesser extent. This projection levels off at 906 inmates from 2017 through the year 2020.

**Stanislaus County Detention Population  
Historical (2002-2010) and Projected (2011-2020)**



**Projections of the Stanislaus County  
Average Daily Detention Population**

**Year Middle Projection Model**

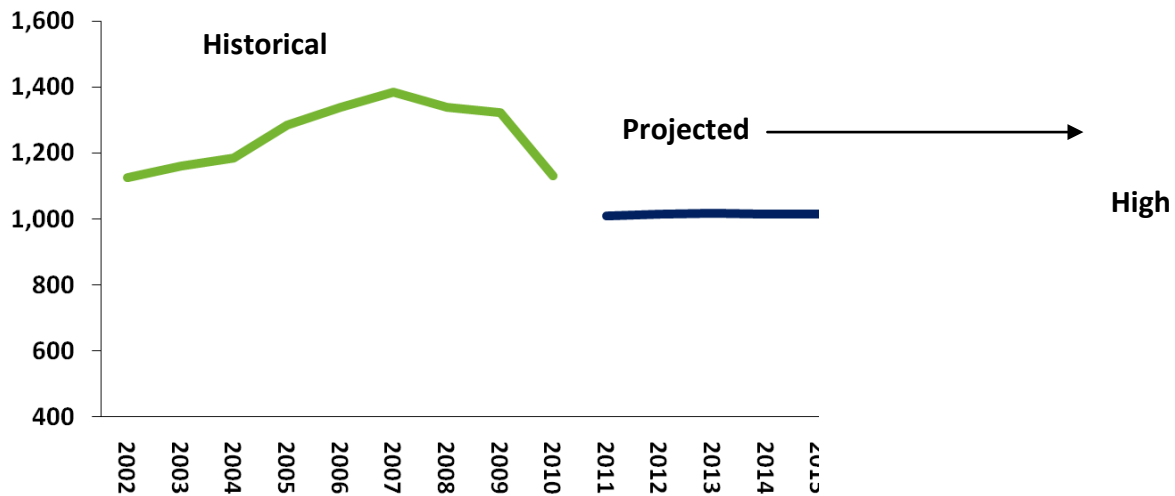
2011	994
2012	936
2013	918
2014	909
2015	907
2016	907
2017	906
2018	906
2019	906
2020	906



### High Projection Model (County Inmates) (2011)

The high detention population projection anticipates a decrease in the population from 2010 to 2011, but remains flat for the remaining years of the forecast period at 1,015 inmates.

**Stanislaus County Detention Population  
Historical (2002-2010) and Projected (2011-2020)**



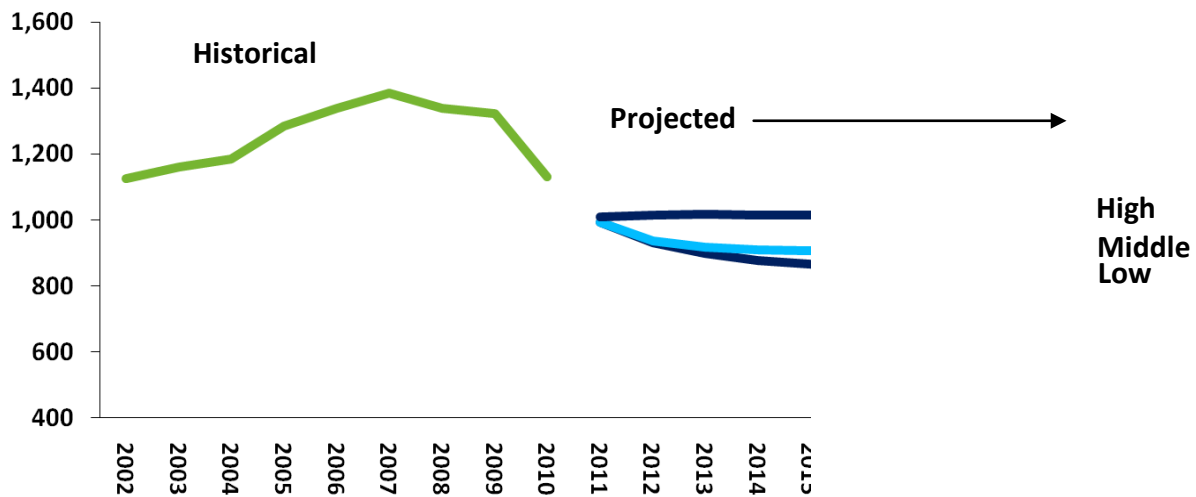
Projections of the Stanislaus County Average Daily Detention Population	
Year	High Projection Model
2011	1,009
2012	1,015
2013	1,016
2014	1,015
2015	1,015
2016	1,015
2017	1,015
2018	1,015
2019	1,015
2020	1,015



### Summary of County Inmate Population Projections (2011)

As shown on the preceding pages, projections of the Stanislaus County Detention population for the year 2020 range from a low of 854 to a high of 1,015.

**Stanislaus County Detention Population  
Historical (2002-2010) and Projected (2011-2020)**

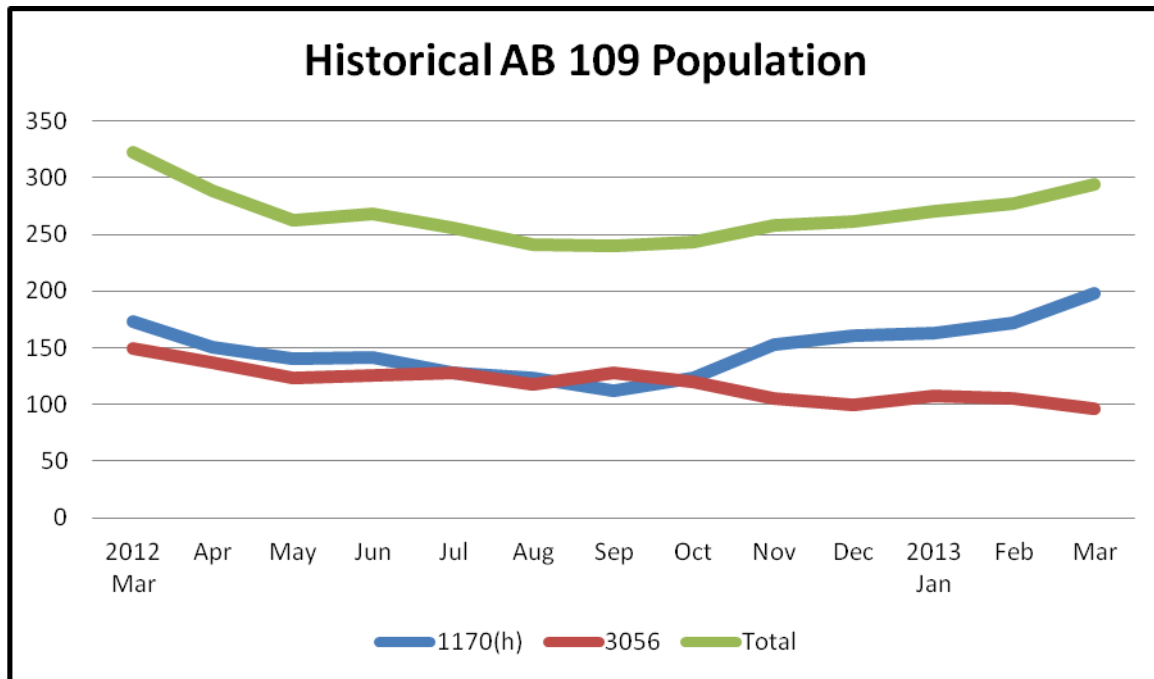


Projections of the Stanislaus County Average Daily Detention Population			
Year	Low	Middle	High
2011	993	994	1,009
2012	931	936	1,015
2013	899	918	1,016
2014	876	909	1,015
2015	866	907	1,015
2016	861	907	1,015
2017	857	906	1,015
2018	856	906	1,015
2019	855	906	1,015
2020	854	906	1,015



### Projected ADP of AB109 Inmates (2013)

The Stanislaus County Sheriff's Office began collection monthly data of the ADP for inmates sentenced under Penal Code §1170(h) and Penal Code § 3056 - both are considered to be AB 109 inmates or inmates who were formerly housed in State Prisons. It is important to note that while the inmates held under PC 3056 (Parole Hold) have been decreasing over the past year by about 50 inmates, the number of inmates housed under PC 1170(h) are steadily increasing. We feel that this is happening because the Average Length of Stay (ALS) for these inmates is quite long. The table beneath the below graph shows the sentences for this population from October 1, 2012 to March 31, 2013.



Source: Stanislaus County Sheriff's Office

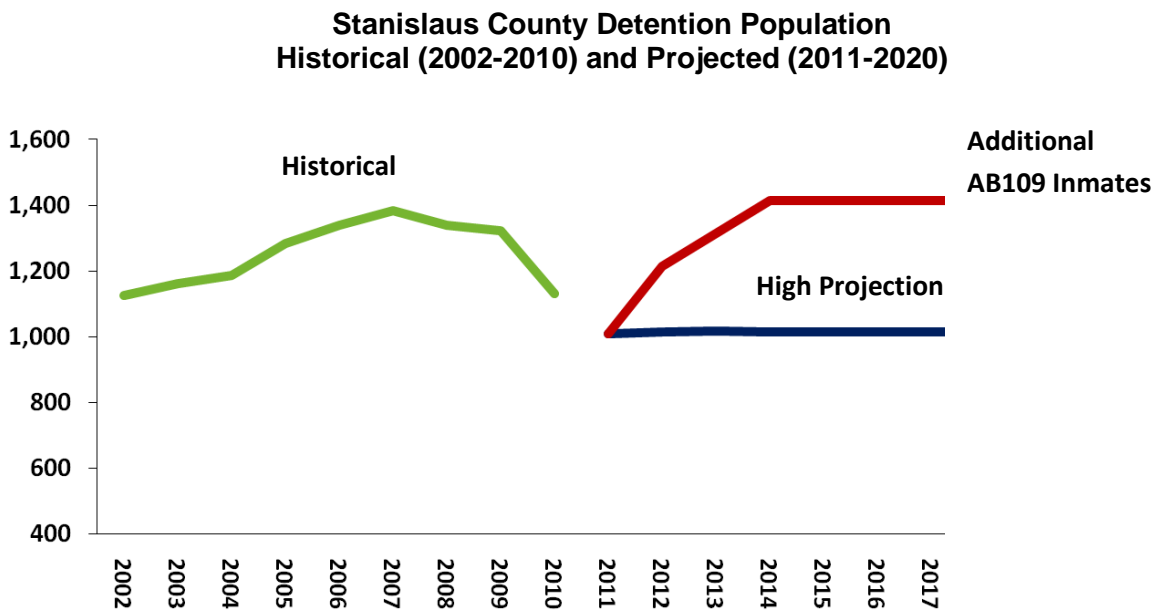
Longest Sentence	Average Sentence	Split Sentence	Full Sentence
3,531 days	833 days	160 days	75 days

Source: Stanislaus County Sheriff's Office



### High Projection Model with AB109 (2011)

The high detention population projection is also shown below with an estimated adjustment for additional inmates as a result of AB109 for comparative purposes. It is estimated that there will be 400 inmates added to the ADP by 2015.





### Stanislaus County Detention Population Projection Adjusted for Peaking Factors

There are months in which the Stanislaus County adult detention facility houses more inmates than is reflected by the average daily population for the year. These peaks, or “surges,” in the population should be factored into the projection. Population figures from 2006 through 2010 were analyzed and each monthly figure was compared to the average daily population for the year. During this period, the highest monthly peak was 11.2% above the average daily population for the year. The projections produced by the statistical model were increased by 11.2% to accommodate months when the population peaks. The adjusted projections are shown below.

Projections of the Stanislaus County Average Daily Detention Population - Adjusted for Peak Months			
Year	Low	Middle	High
2011	1,104	1,105	1,122
2012	1,035	1,041	1,129
2013	1,000	1,021	1,130
2014	974	1,011	1,129
2015	963	1,009	1,129
2016	957	1,009	1,129
2017	953	1,007	1,129
2018	952	1,007	1,129
2019	951	1,007	1,129
2020	950	1,007	1,129

Projections adjusted for peak months are based on the highest monthly peak observed from 2006 to 2010 (which was 11.2% above the average daily population for the year).

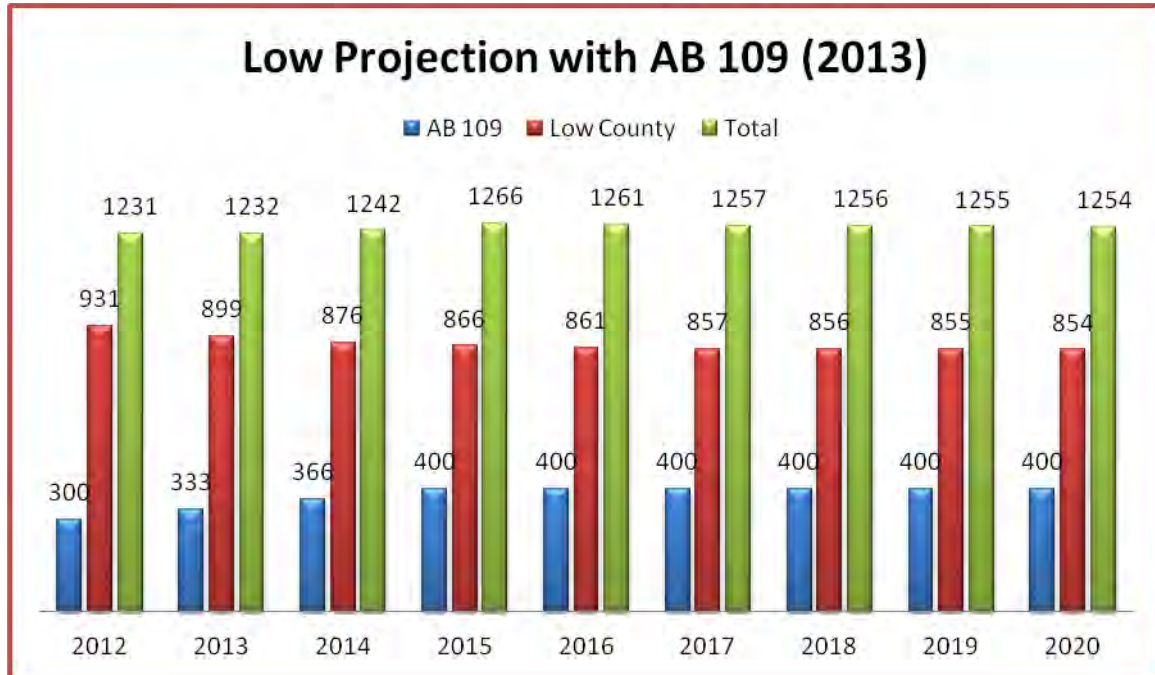
This adjusted projection for peaking, along with the addition of 400 AB109 inmates by 2015, will serve as the planning baseline for capacity analyses on the next page.

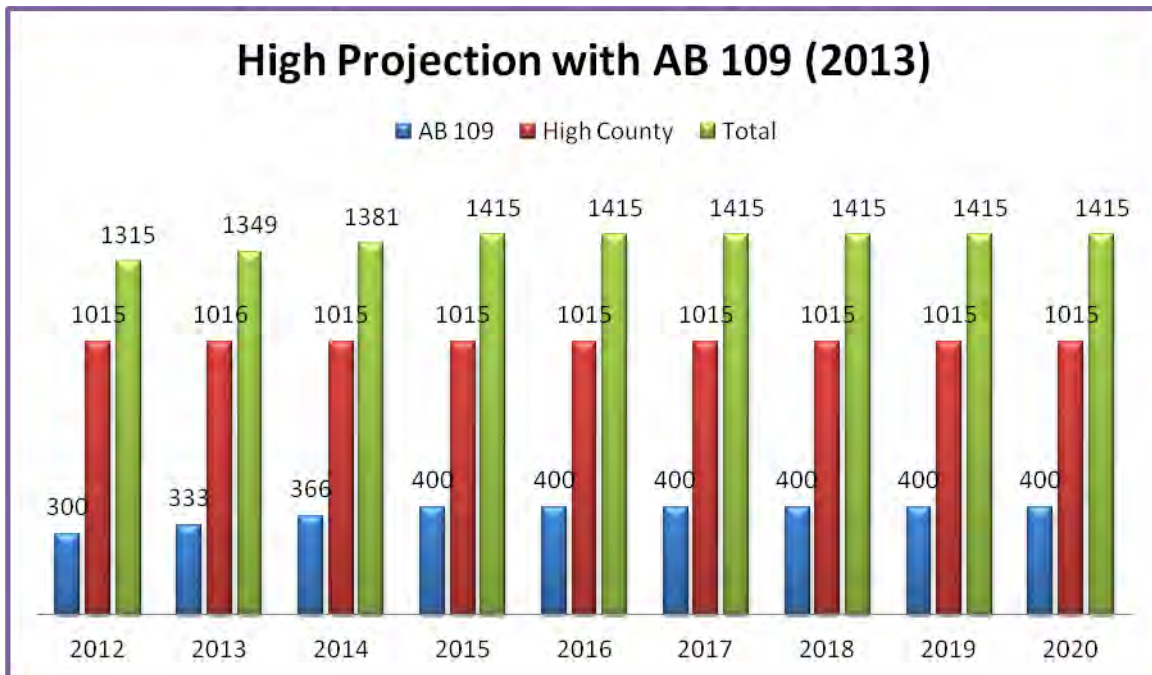
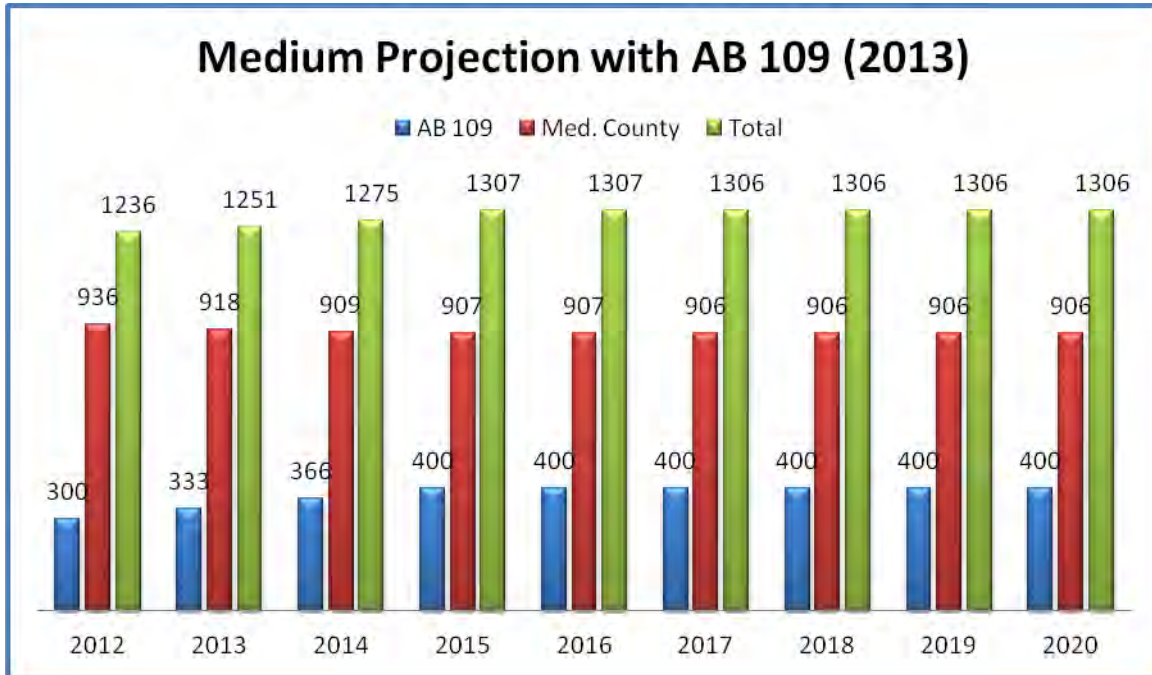




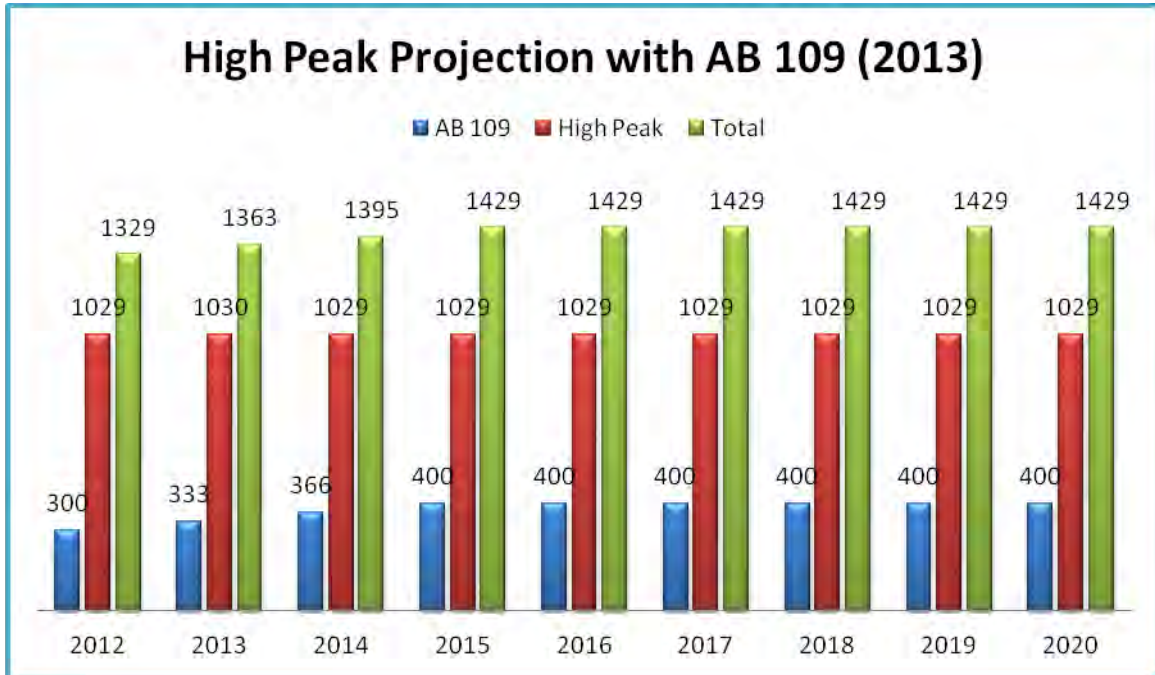
## STANISLAUS COUNTY ADULT DETENTION NEEDS ASSESSMENT 2013 UPDATE

The data on the previous pages was based upon the low projection using data from strictly Stanislaus County inmates. For this report (2013) we added the projected number of AB 109 inmates to this projections and provided the below charts that reflect the current and projected need for beds.





The following chart incorporates the "peaking factor" described on page F 18





## Conclusion

The final population projection presented in this section is a conservative one. There are clearly numerous factors at work in the County that have kept the population artificially low in recent years. Because a true projection can only rely on available statistics and quantifiable data and not on the estimated calculation of the impact of external future factors, this projection cannot capture the full magnitude of probable increases in the inmate population. What is evident, however, based on the current inmate profile, is that even if the ADP were to grow only slightly, the County is facing a tremendous demand for maximum security housing and Program space due to Realignment. The current shortage of this type of bed, as well as the projected inmate increase and the impact of the State's Realignment Plan, has presented a serious operational challenge as the County attempts to proactively manage in the future. The County must focus all of its future planning on closing the gap in the need for this type of bed.



## SECTION G ADEQUACY OF STAFFING LEVEL

Since the 2007 Needs Assessment was completed by TRG, the county contracted with Crout and Sida Criminal Justice Consultants to perform the comprehensive *Staffing Analysis of the Stanislaus County Detention System*. This study was completed and published as a part of the 2008 Master Plan. That report recommended the addition of a number of staff positions for all three detention facilities. We recommend that the reader refer to that report for details on the study.

Since the October 2008 Staffing Analysis was published, a number of significant events have occurred in the Stanislaus County Detention System. These included:

- 32 Beds in Honor Farm Barracks #4 closed by conditions (2008)
- 64 beds at PSC Minimum Security Beds closed due to a Reduction in Force (RIF) (2009)
- 172 beds (140 rated beds) at Honor Farm closed due to a fire (June 26, 2010)
- 86 beds at PSC closed due to RIF.(2011).

Since the last update of the Stanislaus County Needs Assessment in 2011, the County has experienced a number of significant additional changes in its Jail System that affect staffing levels. These changes include:

- Closing 96 additional beds at the Honor Farm
- Reinstating 86 beds at the PSC that were closed due to a Reduction in Force (RIF).
- Adding former state inmates under AB 109 (Penal Code § 1170 (h))

In addition to these changes, the County is constructing a new 192- bed building on the PSC campus near the existing minimum security unit. The County plans to close the Honor Farm once this new housing unit is completed and transfer staff (and inmates) to the PSC. This will have implications for staffing levels within the near future.

While the Board of State and Community Corrections (BSCC) found that the county was *in compliance* with Title 15, California Code of Regulations, § 1027 *Staffing*, during their April 2011 inspection of the Stanislaus County Detention System, we are of the opinion that the current staffing level may need to be augmented to meet safety and security concerns raised in the 2008 report. Since there have been many changes to the Stanislaus County Jail System during the past five years, we believe that the 2008 Staffing Analysis will need to be updated to address these changes. At the same time, this proposed analysis should evaluate the projected staffing needs for the new housing units and functional use areas that will be added to the Public Safety Center using State AB900 funds.





## SECTION H ABILITY TO PROVIDE VISUAL SUPERVISION



The 2007 TRG Needs Assessment correctly describes both the strengths and the weaknesses with the current Stanislaus County Detention System. The old Main Jail continues to present staff with extreme difficulty in adequately providing visual supervision of inmates. There are many points in the jail where inmates cannot be readily observed by staff which creates a safety and security problem for both the inmates as well as staff. Conversely, the housing units located at the PSC are open podular designed that provide for exceptional visual supervision.

The Intake/Release/Transfer space in the Main Jail also provides challenges for visually supervising inmates. Relocating these services to the PSC in a new IRT center will address visibility issues with the construction of the new functional use areas included in the AB900 construction project.



The Honor Farm consists of old dormitory housing that has been reduced in size by the 2010 fire. The 2008 Staffing Analysis for the Detention System attempts to mitigate some of the problems inherent with both the Honor Farm and the old linear Main Jail and the difficulty in visually supervising inmates with adding staff. This issue will be resolved within the next year when the new 192-bed housing unit is opened at PSC. This unit will afford the inmates housed in this building with very good visual supervision by staff.



## STANISLAUS COUNTY ADULT DETENTION NEEDS

### ASSESSMENT 2013 UPDATE

Staffing alone, however, will not solve the problems with the design and related problems with providing visual supervision of inmates of the Main Jail. Discussing the compliance issues with the Field Representative from the BSCC, revealed that while the Main Jail met staffing state requirements, it was "inefficiently staffed." This means that due to the design, the same number of inmates could be supervised by far fewer staff in a facility that is better designed. We strongly recommend constructing new and safer housing units at the PSC to replace the beds at the Main Jail and to close the Main Jail for housing inmates. In our view, this is the only answer to remedying the problems associated with providing visual supervision of inmates.



## SECTION I      ADEQUACY OF RECORD KEEPING

The 2007 TRG Needs Assessment description of Adequacy of Record Keeping remains valid. The Stanislaus County Detention System Bureau of Administrative Services (BAS) continues to be the central repository for a wide variety of documents associated with the operation of the system. Not only are documents and records associated with Title 15, CCR maintained within BAS, but a significant number of additional records relating to areas of the management of the system as well as statistical information needed for a wide variety of studies are maintained. This allows the Sheriff's Office to provide hard statistical facts to justify expenditures and requests for expenditures of taxpayer's money. Indeed, most of the data needed for this report was provided by the Sheriff's Office.





## SECTION J HISTORY OF COMPLIANCE WITH STANDARDS

The 2011 *Needs Assessment Update* was completed shortly after the April 2011 BSCC biennial inspection and this Chapter remains valid. For this report, we contacted BSCC Field Representative Steve Keithly and received a verbal report that the comments made in the April 2011 report remain valid. Furthermore, he described Stanislaus County as having a very good history of compliance with standards and described the system as being "well managed."

### BSCC Titles 15 and 24, CCR Inspection

The BSCC is statutorily mandated by California Penal Code Section 6031 to biennially inspect all local detention facilities in the state. The Stanislaus County Detention System was inspected by the BSCC on April 13 through 15, 2011 for compliance with Titles 15 and 24 CCR. On August 25, 2011 CSA Field Representative Steve Keithly submitted the findings of the BSCC inspection to Sheriff Christianson and other decision makers in the County.

This inspection found that the policies, procedures and practices for all three detention facilities within Stanislaus County Detention System were in compliance with all sections of Title 15, CCR (Minimum Jail Standards). With the exception of one standard, all three detention facilities were in compliance with applicable sections of Title 24, CCR (Physical Plant Standards). The one exception was at the Main Jail where 29 single occupancy cells were "double bunked" in violation of Section 470A.2.6, Title 24, CCR *Single Occupancy Cell*. Although this is a violation with Title 24 CCR, a Federal Court population limit allowed this crowding.

This one violation to the Title 24, CCR Standards was taken consciously, but not lightly, by the management of the Detention System. It illustrates the critical need for maximum security housing that is in extremely short supply within this system. The fact that the staff work so diligently to ensure that the Detention System is in compliance with all Title 15, CCR Standards -- no small feat -- also illustrates that this County is very serious about compliance with standards and works very hard to maintain their compliance.

All detention facilities are "grandfathered" into the Title 24, CCR standards that existed at the time the facility was constructed. It should be noted that although the older Main Jail and Honor Farm are in compliance with Title 24, CCR Standards, these standards were written before the development of safer "new generation" detention facilities. These standards also do not assess the obsolete building systems in place at these facilities including (but not limited to) door hardware, security electronics, and physical design. It is very clear that continuing to consolidate all detentions operations at the PSC is good public policy.



## SECTION K UNRESOLVED ISSUES

Updating the 2007 TRG Needs Assessment, we feel that there are now principally four unresolved issues. These issues are:

1. Funding/Phasing - Detention Facilities
2. Consolidation of Detention System at PSC
3. Effects of AB109 - State Realignment
4. The Economy - Duration of Recession in Stanislaus County

### Funding/Phasing - Detention Facilities

The Funding and Phasing for the Stanislaus County Detention System has been combined because one is really dependent on the other. No matter the need that is identified in this report, the County can only add the number of detention beds that it can afford to construct and operate. The County does have the necessary funding to construct and operate the new 192-bed Honor Farm (fire) replacement beds, so it is a resolved issue. Beyond this addition, which should allow the county to close the current Honor Farm, the following funding/phasing issues are unresolved:

- SB 1022 Funding: Replace Men's Jail Housing - In order to replace the Men's Jail, it is anticipated that funding needs to be secured to support the following construction at the PSC:
  - Administration and Programs Office Space
  - Lobby
  - Processing Space
  - (1) additional 192-bed Re-Entry living space
  - Site work (including associated parking, utilities, etc.)
- Unknown Funding: As the need for additional detention beds increases and funding become available, the following would need to be added to the PSC for build-out.
  - (5) additional 192 bed Maximum Security Pods - 960 beds
  - 1 1/2 additional medium security pods - 378 beds
  - 96-bed Re-Entry living space
  - Site work
  - Programming

### Consolidation of Detention System at PSC

The goal for the Stanislaus County Detention System should be to consolidate all detention facilities at the PSC site. Part of this goal has been realized and will likely occur in the near future with the construction of



## STANISLAUS COUNTY ADULT DETENTION NEEDS

### ASSESSMENT 2013 UPDATE

the 192-bed Honor Farm replacement facility at PSC. This will likely result in closing the Honor Farm for current activities; however, the site may be used in the future for other activities.

The next piece of the goal is to construct adequate beds and support buildings to replace the aging Main Jail. While the Main Jail may have further use with remodeling as a Court Holding Facility, it should not exist as a primary housing facility. Replacing the Main Jail is not only to address safety and security issues, it makes good long-term financial sense. As the parts of the facility continue to fail and wear out, the price of maintenance and the replacement parts increases. This is especially true with many hardware and electronic systems that haven't had spare parts manufactured for many years.

The consolidation of detention services at PSC should reduce duplications that presently occur with maintaining three different detention facilities at three different sites. The efficiency that can be realized just makes good fiscal sense.

### Effects of AB 109 - State Realignment

While there has been much forecasting on the effects of AB 109 on the Detention System's inmate population and classification of inmate, the real impact will only be known as the process matures over the next three years. Section F attempts to use the best numbers available to forecast the inmate population and the associated need for adding new beds, the real impact remains unknown. The Master Plan that is being completed at the same time as this Needs Assessment update should allow for flexibility in adding detention beds and associated support areas to the PSC site.

One effect of AB 109 is known. It is critically important to construct adequate programming space at PSC and to provide the needs staffing and resources to fill these spaces. In order to remain ahead of litigation that follows state inmates, adequate programs must be available. In addition, we have realized that government does not have enough resources (funds) available to "build us out of the overcrowding jail problem." Simply put, we must pursue all possible efforts to reduce recidivism and programming is an important part of this process.

# Evidence of County Match Funds

## Exhibit (X)

### Use of Funds for SB 1022

Stanislaus County's Total Cash and In-Kind Match of \$4,445,000 for the Stanislaus County SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program will be funded by the following two sources:

- 1) County General Funds in the amount of \$4,000,000 approved by the Board of Supervisors on March 5, 2013 as part of the Mid-Year Fiscal Year 2012-2013 Budget. These funds have been transferred to the SB 1022 Capital Project fund and are obligated for the sole use ofr this project.
  
- 2) Public Facilities Fees (PFF) in the amount of \$445,000 from unobligated sources approved by the Public Facilities Committee on September 30, 2013 and approved for use by the Board of Supervisors on October 15, 2013. Source of funding for County's PFF program is from project specific traffic mitigation fees. Authority to impose fees is granted by the Mitigation Fee Act contained in California Government Code Sections 66000 et seq. These funds have been transferred to the SB 1022 Capital Project fund and are obligated for the sole use ofr this project.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # B-5

Urgent

Routine

AGENDA DATE March 5, 2013

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Consideration and Approval of the Mid-Year Financial Report for Fiscal Year 2012-2013 and Related Actions

STAFF RECOMMENDATIONS:

1. Accept the Chief Executive Officer's Mid-Year Financial Report for Fiscal Year 2012-2013.
2. Authorize the Chief Executive Officer and the Auditor-Controller to make the necessary adjustments as recommended in the Mid-Year Financial Report.
3. Amend the Salary and Position Allocation Resolution to reflect the recommendations included as part of the Mid-Year Financial Report, as outlined in the Staffing Impacts section of this report and detailed in Attachment B to be effective the start of the March 9, 2013 pay period, or as otherwise noted.

(Continued on Page 2)

FISCAL IMPACT:

The 2012-2013 Adopted Final Budget was balanced at \$984,161,674 and used the combination of \$930,729,243 in revenue and \$53,432,431 in fund balance and one-time funding sources. Adjustments to the Adopted Final Budget have been approved by the Board and incorporated into what is referred to as the Operating Budget for the current fiscal year. These changes include encumbrances carried over from the prior fiscal year and adjustments approved by the Board through various agenda items.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-98

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow  
and approved by the following vote.

Ayes: Supervisors: O'Brien, Withrow, Monteith, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: De Martini

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

Approved Staff Recommendations Nos. 1-5; and, **amended** the item to add that no additional vehicles will be purchased until the vehicle policy is completed



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**STAFF RECOMMENDATIONS: (Continued)**

4. Authorize the Chief Executive Office to re-hire Jim Kwartz, upon his retirement as Senior Management Consultant in the Chief Executive Office to an extra help Accountant position immediately following his retirement from County Service on March 29, 2013, and prior to the 180 day sit out period as required under the Public Pension Reform Act.
5. Approve contracts and/or agreements listed on Attachment C in cumulative amounts of \$100,000 or greater since July 1, 2010.

**FISCAL IMPACT: (Continued)**

The Operating Budget at the Mid-Year point is \$1,006,920,232, funded with \$934,554,256 in estimated revenue and \$72,365,976 in fund balance and one-time funding sources.

The Mid-Year Financial Report includes an overall appropriation increase to the Operating Budget, for all funds, of \$28,369,456. The report further recommends \$32,532,037 in increased departmental revenue resulting in a \$4,162,581 decrease in the use of fund balance/retained earnings. In the General Fund, Discretionary Revenue estimates are recommended to be increased by \$13,475,992.

The chart below illustrates the recommended Mid-Year Adjustments by fund type.

**2012-2013 MID-YEAR BUDGET  
RECOMMENDED APPROPRIATION ADJUSTMENTS**

Department	General Fund	Special Revenue Funds	Capital Projects Funds	Enterprise Funds	Internal Services Funds	Total Recommended 2012-2013 Mid-Year Budget Adjustments
Area Agency on Aging/Veterans' Services		\$ 135,664				\$ 135,664
Agricultural Commissioner	136,000					136,000
Alliance WorkNet		1,032,218				1,032,218
Assessor	(247,019)					(247,019)
Behavioral Health and Recovery Services		3,809,560				3,809,560
Chief Executive Office-County Operations	(61,231)					(61,231)
Chief Executive Office-Office of Emergency Services/Fire Warden	16,500					16,500
Children and Families Commission						-
Clerk-Recorder	482,304					482,304
Community Services Agency		15,986,153				15,986,153
Cooperative Extension						-
County Counsel						-
District Attorney		3,441				3,441
Environmental Resources		2,982				2,982
General Services Agency					10,000	10,000
Health Services Agency		4,586,529				4,586,529
Library		465,705				465,705
Planning & Community Development		25,000				25,000
Public Works					860,000	860,000
Sheriff	552,637	573,013				1,125,650
<b>Totals by Fund</b>	<b>\$ 879,191</b>	<b>\$ 26,620,265</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 870,000</b>	<b>\$ 28,369,456</b>

Following is a brief description of recommended Mid-Year Adjustments and funding source by fund type.

**General Fund**

The General Fund recommended Mid-Year budget for Fiscal Year 2012-2013 is \$263,115,937, an increase of \$879,191 from the 2012-2013 Mid-Year Operating Budget.

Factors increasing or decreasing the General Fund include an increase of \$136,000 in the Agricultural Commissioner's budget for various inspection services and surveillance, to be funded by an increase in State funding and unclaimed gas tax revenue; a decrease of \$247,019 in appropriations and a decrease of \$595,000 in estimated revenue in the Assessor's budget due to a Supreme Court decision relating to the calculation of property tax administrative fees (PTAF), resulting in an increase of \$347,981 in net county cost funded by discretionary revenue growth; an increase of \$12,392 in the CEO-Airport budget based on a projected increase in collection of aircraft taxes, to be funded by discretionary revenue growth; an overall decrease of \$73,623 in the CEO-General Fund Contributions to Other Programs budget due to the



receipt of Fiscal Year 2011-2012 operational cost true-up from the Stanislaus Animal Services Agency, an increase in the actual Tobacco Securitization earnings which are passed on to Health Services Agency to address its past cash deficit, and an adjustment to reflect the actual StanCOG membership dues; an increase of \$16,500 in the CEO-Office of Emergency Services budget for a HipLink smartphone application, funded by discretionary revenue growth, with 50% of the costs to be reimbursed by the City of Modesto; an increase of \$296,700 in the Clerk Recorder – Recorder Division budget, for the replacement of office automation equipment and for an office remodel listed on the Capital Improvement Project list, funded by additional revenue from recording fees and copy requests; and an increase of \$185,604 in the Clerk Recorder-Elections Division budget to properly fund the Presidential General Election, funded by discretionary revenue growth.

In addition to the above, the Sheriff's Department is requesting an increase in appropriations of \$166,534 in the Sheriff –Contract Cities budget, funded with additional grant funds to fund Distracted Driving, Sobriety Checkpoint, and Selective Traffic Enforcement programs in the Cities of Patterson and Riverbank; an increase in appropriations of \$300,000 in the Sheriff Detention budget, funded by a transfer from the Sheriff-Civil Process Fee budget, for the purchase and equipping of a passenger transport vehicle; and an increase in appropriations of \$86,103 in the Sheriff-Operations budget, funded by additional grant funding for Domestic Violence Haven programs and the Electronic Traffic Citation program.

Fund Balance strategies for the remainder of the fiscal year consist of an increase of nearly \$8 million to the Committed and Assigned classifications. In the Adopted Final Budget, the Board authorized all debt repayment for the Animal Services facility to be classified as committed fund balance. A payment in the amount of \$327,126 received in the current fiscal year will be added to this commitment. The Assigned classification includes a \$3.2 million increase to Contingencies which will bring us to the target established in the Final Budget Contingency Reserve Policy of at least 8% of the average Discretionary Revenue received over the preceding three fiscal years. Additionally, \$450,000 will be assigned for the Salida Park and \$4 million will be assigned as the County match portion for the SB 1022 application for jail replacement construction funding.

### **Special Revenue Funds**

The Special Revenue Fund recommended Mid-Year budget for Fiscal Year 2012-2013 is \$615,664,004, an increase of \$26,620,265 from the 2012-2013 Mid-Year Operating Budget.

The recommended increase in the Special Revenue fund is primarily due to increases in the Alliance WorkNet, Behavioral Health and Recovery Services, Community Services Agency, Health Services Agency, and the Library. The Alliance WorkNet budgets are receiving \$1,032,218 in additional grant awards to administer additional employment and training services within the Workforce Investment Act (WIA) and Welfare to Work (WTW) programs; an increase of \$465,705 in the Library budget is requested for employee retirement cashouts, health benefits, server upgrades and various facility

maintenance projects, which will be offset from an increase in revenue from prior year sales tax collections, increased revenue from processing passport applications, and one-time increases in public facility fees and a one-time contribution from the Library Cooperative System.

Overall, the department of Behavioral Health and Recovery Services (BHRS) is requesting an increase in appropriations of \$3,809,560 within the Behavioral Health and Recovery Services, Alcohol and Drug, Managed Care, and the Mental Health Services Act budgets. The overall increase is attributed to increased contract expenses due to the increase of inpatient psychiatric hospitalization utilization, an increase in State hospital bed utilization, a decrease in salaries and benefits to accurately reflect the contract amount for StanWORKs, an increase in grant funding to offset costs of a Behavioral Health Specialist associated with the Health Plan of San Joaquin Transitional Care Integration, an increase to expand prevention activities associated with the Substance Abuse Prevention and Treatment (SAPT) Block Grant, an increase to provide Alcohol and Other Drug services consistent with the SAPT Block Grant Maintenance of Effort, and an increase to lease eleven new vehicles, with the option to purchase, for the Community Emergency Response Team (CERT) and Mental Health Services Act programs. Funding includes an increase of \$194,799 in estimated revenue and \$3,614,761 in departmental fund balance.

The Community Services Agency (CSA) is requesting an increase in appropriations of \$15,986,153 across all department budgets, funded by State and Federal allocations, 2011 Realignment, receipt of one-time 1991 Realignment growth funds, and departmental fund balance. The overall increase is primarily due to the increase of Federal and State revenues for CSA-IHSS Provider Wages and CSA-Public Authority Benefits Administration for full year funding along with one-time growth funding from 1991 Realignment and subsequent transfer of County Match to reduce Foster Care shortfalls; an increase in the CSA-Public Economic Assistance budget to meet base budget funding level of various programs; an increase in one-time 1991 Realignment related to realignment growth earnings in Child Welfare Services programs; an increase to support additional staff resources in the Children's Services and StanWORKs programs; an increase for the systems and automation infrastructure upgrades, security at StanWORKs outstations, and an increase for Information Technology critical projects. Funding includes an increase of \$16,091,385 in estimated revenue, resulting in a \$105,232 contribution to departmental fund balance. The General Fund continues to have an exposure in the Foster Care program, currently projected at \$1.1 million which will be reviewed as part of the Third Quarter Financial Report.

The Health Services Agency (HSA) is requesting an increase in appropriations of \$4,586,529 in the HSA-Indigent Health Care Program budget for increased enrollment, utilization and patient liability exposure, funded partially with an increase in revenue of \$52,450 and the anticipated one-time use of Clinics and Ancillary fund balance. A General Fund exposure of \$466,000 is still projected for this mandated program. The Indigent Health Care Program budget will be revisited as part of the Third Quarter Financial Review and the offsetting adjustment from the Clinics and Ancillary Services and the Mandated County Match will be done at that time.

Other budget adjustments recommended in the Special Revenue Fund include an increase of \$135,664 in the Area Agency on Aging/Veteran Services for additional funding received for senior services and programs and for the Supplemental Nutrition Assistance program; an increase of \$2,982 in the Environmental Resources – Used Oil Recycling budget for an additional grant award to be used for public education and used oil recycling related activities; a net increase in appropriations of \$3,441 in the District Attorney's office due to various changes in grant funding awards; and an increase of \$25,000 in the Planning – General Plan Maintenance budget for staff time associated with updating the General Plan and General Plan Ag Element, funded through the use of departmental fund balance.

Along with the recommended adjustments stated above, an overall increase of \$573,013 is recommended in the Sheriff-CAL-MMET, Civil Process Fee, and Justice Assistance Grants (JAG) budgets for the purchase of two vehicles – one for the narcotic canine unit and one to replace a surveillance vehicle; an increase in operating transfer out to the Sheriff's Detention budget for the purchase and equipping of a passenger transport vehicle; and an increase in the Sheriff-JAG budget for 2011 grant funds that have not been completely expended and was not included in the 2012-2013 Adopted Final Budget. These adjustments will result in an increased use of \$345,000 in departmental fund balance.

### **Capital Projects Funds**

The Capital Projects Fund recommended Mid-Year budget for Fiscal Year 2012-2013 is \$792,010, and represents no change from the current Operating Budget.

### **Enterprise Funds**

The Enterprise Fund recommended Mid-Year budget for Fiscal Year 2012-2013 is \$66,301,914, and represents no change from the current Operating Budget.

### **Internal Service Funds**

The Internal Service Fund recommended Mid-Year budget for Fiscal Year 2012-2013 is \$89,415,823, an increase of \$870,000 from the 2012-2013 Mid-Year Operating Budget.

Factors increasing or decreasing the Internal Service fund include an increase in appropriations of \$10,000 in the General Services Agency – Fleet budget to purchase two shop lifts, funded with departmental fund balance and a decrease of \$14,632 in estimated revenue in the Integrated Criminal Justice Information System (ICJIS) budget due to reduced charges to the Sheriff's Department, resulting in an increase in the use of ICJIS fund balance. In addition, an overall increase in appropriations of \$860,000 in the Public Works – Morgan Shop budget is recommended for increased fuel costs, an increase in depreciation expense, to purchase items needed to rebuild compressed natural gas (CNG) fueling station, and for the design phase of the Heavy Equipment Maintenance Shop/Office Building. These increases will be funded by a \$60,000 increase in revenue for fuel costs billed to County Departments and the use of \$800,000 of departmental fund balance.

The following table depicts the recommended adjustments by fund type:

Summary of Mid-Year Adjustments by Fund				
Department	Adopted Final Budget 2012-2013	Mid-Year Legal Budget 2012-2013	Recommended Mid- Year Adjustments	Recommended Mid-Year Budget 2012-2013
General Fund	\$ 258,693,372	\$ 262,236,746	\$ 879,191	\$ 263,115,937
Special Revenue Fund	574,171,841	589,043,739	26,620,265	615,664,004
Capital Projects Fund	792,010	792,010	-	792,010
Enterprise Fund	63,624,357	66,301,914	-	66,301,914
Internal Service Fund	86,880,094	88,545,823	870,000	89,415,823
<b>Total</b>	<b>\$ 984,161,674</b>	<b>\$ 1,006,920,232</b>	<b>\$ 28,369,456</b>	<b>\$ 1,035,289,688</b>

### Fund Balance

On July 1, 2012, the beginning Fund Balance for all funds was \$388,283,291. The current approved operating budget includes the use of \$72,365,976 in fund balance/retained earnings. If approved, the Mid-Year recommendations will decrease the use of fund balance in all funds by \$4,162,581. As a result of these recommendations and previous Board actions, the ending fund balance for all funds is projected to be \$320,079,896.

The following table illustrates the Fund Balance by fund type:

Summary of Fund Balance by Fund Type					
Fund Type	Beginning Fund Balance on 7/1/2012	Legal Budget Revenue on 12/31/2012	Legal Budget Appropriations on 12/31/2012	Mid-Year Recommendation Use of Fund Balance	Projected Fund Balance on 6/30/2013
General Fund	\$ 115,518,602	\$ 227,891,341	\$ 262,236,746	\$ (12,995,388)	\$ 94,168,585
Special Revenue Fund	211,774,786	560,848,059	589,043,739	8,008,175	175,570,931
Capital Projects Fund	22,959,137	1,532,000	792,010	-	23,699,127
Enterprise Fund	13,023,101	58,797,929	66,301,914	-	5,519,116
Internal Service Fund	25,007,665	85,484,927	88,545,823	824,632	21,122,137
<b>Total</b>	<b>\$ 388,283,291</b>	<b>\$ 934,554,256</b>	<b>\$ 1,006,920,232</b>	<b>\$ (4,162,581)</b>	<b>\$ 320,079,896</b>

## **DISCUSSION:**

The primary focus of the Mid-Year Financial Report is to provide an update on the current status of the County budget, as well as project the financial condition of the County through the end of the fiscal year. Included in this Mid-Year report are discussions about recommended budget adjustments and significant budget challenges.

### **Summary of Adopted Final Budget**

The Adopted Final Budget approved on September 11, 2012 totaled \$984 million, and reflected an increase of approximately \$93 million for all funds as compared to the 2011-2012 Adopted Final Budget of \$891 million. The General Fund totaled \$258.7 million, which was a 12.4% increase from the 2011-2012 Adopted Final Budget of \$230 million. Discretionary revenue increased by \$7.1 million when compared to the Fiscal Year 2011-2012 Final Adopted Budget.

Included in departmental recommendations was the use of \$13,887,741 in 2012-2013 General Fund fund balance for departments, for the Net County Cost Savings Program. This amount reflects departmental net county cost savings in Fiscal Year 2011-2012 and the two prior fiscal years. The net county cost savings program will remain the same in Fiscal Year 2012-2013, allowing departments to carry over 75% of any year-end savings from the 2012-2013 Fiscal Year. In addition, the County's Fund Balance Policy was revised which established the General Fund Assigned Contingency Reserve at a level equal to at least 8% of the average annual Discretionary Revenue from the preceding three fiscal years.

### **Current Operating Budget**

Adjustments to the Adopted Final Budget have been approved by the Board and incorporated into what is referred to as the Operating Budget for the current fiscal year. These changes include encumbrances carried over from the prior fiscal year and adjustments approved by the Board through various agenda items. As a result of these adjustments made prior to the mid-year review, the Operating Budget is \$1,006,920,232, funded with \$934,554,256 in revenue and \$72,365,976 in fund balance and one-time funding sources.

### **Summary of Recommended Mid-Year Adjustments**

The 2012-2013 Mid-Year Financial Report reflects recommended adjustments and a fiscal review of department budgets. Overall, departments are requesting an increase in appropriations of \$28,369,456 and an increase in estimated revenue of \$32,532,037, resulting in an overall decrease in the use of fund balance/retained earnings in all funds of \$4,162,581.

**Summary of Recommended Mid-Year Adjustments by Board Priority**

The following table illustrates the recommended mid-year adjustments by priority area. A more detailed explanation is included in the Mid-Year Financial Report (Attachment "A"):

Appropriations	A Safe Community	A Healthy Community	A Strong Local Economy	A Strong Agricultural Economy/ Heritage	A Well Planned Infrastructure System	Efficient Delivery of Public Services	2012-2013 Recommended Adjusted Budget
Adopted Final Budget	\$177,572,828	\$454,382,273	\$23,392,144	\$5,236,768	\$143,430,183	\$180,147,478	\$984,161,674
Legal Budget Adjustments Through Mid Year Review	\$1,294,031	\$5,186,115	\$545,228	\$49,209	\$11,551,820	\$4,132,155	\$22,758,558
Recommended Mid Year Adjustments	\$1,145,591	\$24,517,906	\$1,497,923	\$136,000	\$887,982	\$184,054	\$28,369,456
<b>Total Recommended Mid Year Appropriations</b>	<b>\$180,012,450</b>	<b>\$484,086,294</b>	<b>\$25,435,295</b>	<b>\$5,421,977</b>	<b>\$155,869,985</b>	<b>\$184,463,687</b>	<b>\$1,035,289,688</b>

**Additional Issues and Ongoing Challenges**

Additional issues and ongoing challenges can be found on pages 12-16 of the Mid-Year Financial Report and they include the following:

**Retirement**

It is anticipated that the 2013-2014 Employer retirement contribution rates will increase an average of just over 16% over Fiscal Year 2012-2013 rates. The Actuarial, with the new proposed rates, was recently approved by the StanCERA Retirement Board at their February 13 meeting.

**Health and Human Services**

The Community Services Agency continues to face funding shortfalls in its Public Economic Assistance budget, in the programs of Foster Care and Extended Foster Care, Adoptions Assistance and Kinship Guardianship Assistance Payment Program (Kin-GAP). The 2012-2013 Adopted Final Budget identified unmet needs of \$3.5 million in mandated County share of costs. As of the midyear point, the unmet need has dropped to \$1.1 million as the result of the one-time receipt of four years of 1991 Realignment growth funds. The Department will continue to monitor activity in these programs and a recommendation will be made to the Board as part of the third quarter financial review to resolve the remaining unmet needs.

The In-Home Supportive Services (IHSS) program currently includes a mandated County share of cost. As a result of the State Budget, the program is changing to a Maintenance of Effort (MOE) model; however, the State has not yet received Federal approval of this change, nor has it issued instructions to counties on how to implement the MOE. The Community Services Agency anticipates the MOE model will increase the annual mandated County cost of the program by approximately \$365,000 in the

current year and by \$657,000 annually in future years. The Department will continue to monitor actual caseloads, costs and State instructions on the new IHSS financing model and will provide an update to the Board as part of the Third Quarter Financial report.

### **Property Tax Administration Fees**

In November 2012, the California Supreme Court ruled in favor of cities relating to the methodology used to calculate the property tax administration fees (PTAF) on property taxes attributed to the Triple Flip and the Vehicle License Fee (VLF) Swap. This decision will reduce County revenue by approximately \$800,000 this fiscal year. The departments affected by this ruling are the Assessor's Office (75%); the Treasurer-Tax Collector (14%), the Auditor's Office (7%), and the Clerk of the Board (4%). These departments will be expected to absorb a portion of the revenue loss by utilizing any prior years' Net County Cost savings carried over into the 2012-2013 Fiscal Year, prior to any additional General Fund assistance. This represents an annual on-going loss of revenue and further recommendations to address this will be included as part of the 2013-2014 Recommended Proposed Budget. The County continues to work with the cities on the development of a settlement agreement to address the collection from prior years.

### **Self-Insurance Funds**

Charges for health insurance have experienced modest inflation, while the potential for future higher increases remain in the County's employees' medical self-insurance program. The increase in premium rates charged for the medical self-insurance program was partially offset by a reduction in the rates charged for dental and vision insurance. Overall, combined department charges for medical, dental and vision insurance increased approximately 2% in January 2013, a reduction from the original estimated 5% to 7% inflation included in most department budgets.

The County's new medical self-insurance program completed its first year of operation on December 31, 2012. The County's insurance consultants and health plan vendors will finalize and report out on all incurred claims and revenue generated in the first year by April 2013, with the results to be included in the Third Quarter Financial report.

### **State Budget Update**

The Governor released his proposed budget for Fiscal Year 2013-2014 on January 10, 2013. The proposed budget assumes \$98.5 billion in revenue and \$97.7 billion in expenses. The Governor projects growth of 2011 public safety realignment funds by approximately \$77 million. The California State Association of Counties (CSAC) has a working group attempting to develop a formula for allocation of the "growth funds" to counties and will submit the formula to the State Department of Finance (DOF) for consideration.

The Governor plans to implement the Federal Affordable Care Act with a focus on Medi-Cal expansion and is proposing two options; one that is a county-based option and one

that is state-based. County staff will continue to monitor these options for local impacts and policy implications.

The Prop 1A loan repayment to Stanislaus County, of the \$7.9 million borrowed by the State in Fiscal Year 2009-2010, is expected to occur from the Fiscal Year 2012-2013 State budget in June 2013.

## **Capital Projects**

Jail Construction and Expansion – As reported in the First Quarter Financial Report, the Honor Farm Replacement is underway and the new modern 192-bed facility is scheduled to be completed in the Fall of 2013. The AB 900 Phase II Jail Expansion was approved on September 11, 2012 by the State of California Public Works Board and the Architectural Design is underway for the Projects: Project 1 – construction of a minimum of 384 new maximum security beds and 72 beds in a medical/mental health unit; Project 2 – Programs/Day Reporting Facility; and Project 3 – Support Facilities, Intake, Release and Transportation. On an aggressive design-build schedule, the facilities could be completed by the Fall of 2016. Upon construction completion, the staffing and transition to the new jail facilities will be phased based on the County's economic recovery. Full occupancy of all available jail beds at the Public Safety Center site following AB 900 construction completion may result in an additional 72 positions needed with an increased General Fund obligation estimated to be \$7.7 million annually. The companion facility and corresponding functions constructed by Public Facilities Fees, if fully staffed, may result in an additional 22 positions needed with an increased General Fund obligation of approximately \$2.3 million.

SB 1022 Jail Construction Funding – On June 27, 2012, the State of California approved Senate Bill (SB) 1022, authorizing state lease-revenue bond financing for the construction of adult local criminal justice facilities. Up to \$500,000,000 in funding will be available to all California counties with a maximum award per medium-sized county of \$40,000,000 and would require ten percent in local matching funds, up to \$4 million. Stanislaus County is uniquely positioned to pursue this funding opportunity as a means to construct and create additional bed capacity and inmate programming space at the Public Safety Center, to move the County closer to the goal of closing the Downtown Jail. This report recommends setting aside the \$4 million local match requirement in the General Fund from projected Discretionary Revenue growth.

Juvenile Commitment Facility (SB81) Project – Construction of the 60 bed facility at the Juvenile Commitment Facility is on time and under budget, and will be completed on March 28, 2013. Using a phased occupancy approach, over time 45-60 court committed/sentenced youth can be relocated to the new facility, with the concurrent transfer of existing staff. Operational design efficiencies will reduce staffing ratios previously required in the older facility, with a zero net change to General Fund personnel costs in the initial years to open and occupy the facility. As future arrest numbers and population increases, vacant beds at the juvenile hall can be re-occupied with personnel costs estimated to be approximately \$460,000 for every 10 beds that are filled. On February 26, 2013, the Board of Supervisors approved the staffing and transition plan for the new Commitment Facility.



### **Evaluation of Contract Services**

Current County policy requires Board of Supervisors approval for any contract or agreement where the total cumulative compensation exceeds \$100,000. Cumulative refers to all compensation paid by an individual department since July 1, 2010 where there has been no break in contractual services over six months. Contracts or agreements and/or contract adjustments not previously approved by the Board of Supervisors equal to \$100,000 or greater are detailed in Attachment C.

### **POLICY ISSUES:**

Approval of the recommended actions support the Board's priorities of A Safe Community, A Healthy Community, A Strong Local Economy, Effective Partnerships, A Strong Agricultural Economy/Heritage, A Well Planned Infrastructure System and Efficient Delivery of Public Services by providing the County's financial status at the mid-point of the fiscal year and making necessary adjustments to remain fiscally responsible throughout the fiscal year.

### **STAFFING IMPACTS:**

The 2012-2013 Mid-Year Budget incorporates funding for 3,832 allocated full-time positions. This is an increase of 26 positions from the 3,806 full-time positions approved in the 2012-2013 First Quarter Financial Report. The Mid-Year recommendations include adding twelve (12) new positions and restoring eight (8) unfunded positions. The recommended changes for the 2012-2013 Mid-Year Budget will result in a net increase of 20 positions to the County's position allocation count. There is no additional cost to the General fund as a result of these additional positions. These positions will be funded by increases in department revenue, revenue generated by the position or through existing department appropriations. Six (6) positions were added or restored since the 2012-2013 First Quarter Financial Report through separate Board agenda items.

The Community Services Agency is requesting to add a total of seven (7) new positions in Child Welfare Services. They are as follows: two (2) block budgeted Interviewer II positions for the Independent Living Program to increase the outreach to foster youth; three (3) Social Worker IV positions, two (2) positions due to the continual rise in caseload in the Family Reunification/Maintenance program and one (1) position for Adoptions and Licensing to ensure home approvals and denials are consistent with state regulations; one (1) Social Worker III position to assist in meeting the education needs of foster youth and advocacy services; and one (1) block budgeted Social Worker Supervisor II position to supervise the Masters in Social Work Internship Program.

The Health Services Agency is requesting to add three (3) new positions in Public Health and one (1) new position in the Indigent Health Care Program. They are as follows: two (2) Staff Services Coordinator positions in Public Health, one (1) position to oversee the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) program and one (1) position to develop and implement the Public Health Accreditation Board (PHAB) activities and assist with the Accreditation

Association for Ambulatory Health Care (AAAHC) designation; one (1) Staff Services Technician position in Public Health to act as the vendor liaison role in the Woman and Infant Children (WIC) program; and one (1) block budgeted Family Services Specialist II position in the Indigent Health Care Program to accommodate the increase in the number of applicants for the Medically Indigent Adult (MIA) program.

The Sheriff's Department is requesting to add one (1) Confidential Assistant III position to support recruitment and backgrounds processing.

In addition, Alliance Worknet is requesting to restore one (1) Family Services Supervisor position and reclassify downward to Family Services Specialist III to perform case management work for the Pathways to Self-Sufficiency Grant. Child Support Services is requesting to restore two (2) Legal Clerk III positions and reclassify upward to block budgeted Child Support Officer II and restore one (1) Legal Clerk IV position and reclassify upward to block budgeted Manager II position to fulfill the federally required duties related to the Federal Administration of Children and Families, Office of Child Support Enforcement (OCSE) for a Noncustodial Parent Employment Demonstration Project grant. The Clerk Recorder Elections Division is requesting to restore one (1) Staff Services Technician position to provide leadership needed to comply with recent legislative mandates. The Health Services Agency is requesting to restore two (2) Senior Nurse Practitioner positions in Clinics and Ancillary to provide direct medical services to insured patients. The Sheriff's Department is requesting to restore one (1) Storekeeper II position to centralize the purchasing function for the whole Department.

In addition, six (6) positions were restored or added since the approval of the 2012-2013 First Quarter Financial Report through separate Board actions. On November 13, 2012, the Public Works Department restored one (1) Administrative Clerk III position and reclassified the position upward to a Staff Services Analyst in the Transit Division. On January 29, 2013 Behavioral Health and Recovery Services, Mental Health Services Division added four (4) new positions and restored one (1) position due to the Mental Health Services Act Plan Update. Since the 2012-2013 First Quarter Financial Report, the recommended changes resulted in an increase of six (6) positions bringing the total allocation count from 3,806 to 3,812 full-time allocated positions.

<b>Total Current Authorized Positions as of 2012-2013 First Quarter Budget</b>		<b>1,816</b>
<i>Separate agenda items:</i>		
Public Works, BOS Item #2012-567 November 13, 2012 restored one position		1
Behavioral Health & Recovery Services-Mental Health Plan Update, BOS Item #2013-50 January 29, 2013 added four new positions and restored one position		5
<b>Total added positions</b>		<b>6</b>
		<b>1,822</b>
<b>Net Changes to the Position Allocation Reflected in the Recommended Mid-Year Budget</b>		<b>20</b>
<b>Total Authorized Positions with Approval of the Recommended Mid-Year Budget</b>		<b>1,842</b>

Several technical adjustments are also recommended in the Mid-Year Report. It is recommended to conduct twenty (20) classification or new job classification studies for the following Departments: Agricultural Commissioner, Area Agency on Aging, Behavioral Health and Recovery Services, Clerk Recorder, Community Services Agency, District Attorney, Health Services Agency, and Public Works. It is recommended to reclassify upward one Manager II position to Manager III and to reclassify upward one Confidential Assistant III position to Confidential Assistant IV at the Office of Emergency Services. It is also recommended to reclassify upward one Senior Criminal Investigator position to Lieutenant at the District Attorney’s Office. It is recommended to transfer four (4) positions between budget units at Behavioral Health and Recovery Services and transfer one (1) restored Storekeeper II between budget units at the Sheriff’s Department. It is recommended to delete four (4) unfunded positions in Public Health at the Health Services Agency. It is also recommended to double fill the Assistant Director of OES/Fire Warden position at the Office of Emergency Services for up to three (3) months to allow for a smooth transition and provide continuity of services for this critical position.

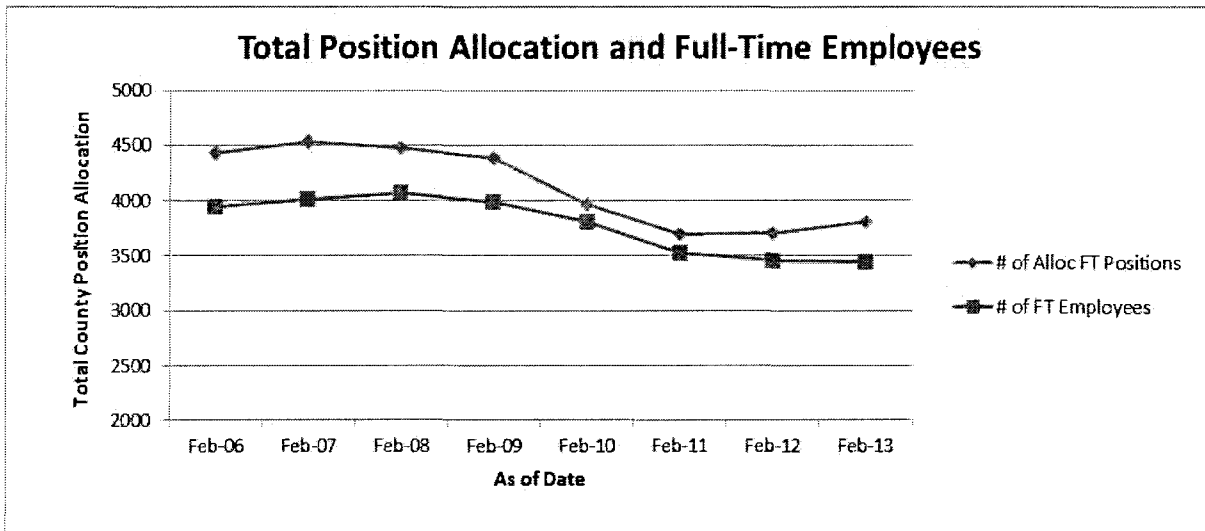
Listed below are the staffing recommendations:

**RECOMMENDATIONS AFFECTING POSITION ALLOCATION COUNT**

<b>Department</b>	<b>Add New Position</b>	<b>Restore Unfunded Position</b>	<b>Subtotal</b>
Alliance Worknet		1	1
Child Support Services		3	3
Clerk Recorder		1	1
Community Services Agency	7		7
Health Services Agency	4	2	6
Sheriff	1	1	2
<b>Grand Total</b>	<b>12</b>	<b>8</b>	<b>20</b>

**TECHNICAL ADJUSTMENTS TO POSITION ALLOCATION**

Department	Transfer Out	Transfer In	Double Fill	Delete Unfunded Position	Classification/New Classification Study	Reclassify Upward	Reclassify Downward
Agricultural Commissioner					2		
Alliance Worknet							1
Area Agency on Aging					1		
Behavioral Health & Recovery Services	-4	4			4		
CEO-Office of Emergency Services			1			2	
Child Support Services						3	
Clerk Recorder					3		
Community Services Agency					2		
District Attorney					1	1	
Health Services Agency				4	6		
Public Works					1		
Sheriff	-1	1					



The staffing attachment (Attachment "B") reflects the changes to authorized positions recommended as part of the Mid-Year Financial Report. It is recommended that the Salary and Position Allocation Resolution be amended to reflect these changes effective the start of the first full pay period beginning March 9, 2013, unless otherwise noted.

**CONTACT PERSON:**

Monica Nino, Chief Executive Officer. Telephone: (209) 525-6333.



# Mid-Year Financial Report July—December 2012

## BOARD OF SUPERVISORS

Vito Chiesa, Chairman  
William O'Brien  
Terry Withrow  
Dick Monteith  
Jim DeMartini

Submitted by  
Chief Executive Officer  
Monica Nino

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # \*B-11

Urgent

Routine

AGENDA DATE June 29, 2010

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Set a Public Hearing on July 20, 2010 at 6:35 P.M. to Consider the Adoption of the Updated Regional Transportation Impact Fee Component of the County Public Facility Fees and Approval of an Industrial Incentive Program

STAFF RECOMMENDATIONS:

Set a Public Hearing on July 20, 2010 at 6:35 P.M. to consider the adoption of the Updated Regional Transportation Impact Fee Component of the County Public Facility Fees and approval of an Industrial Incentive Program.

FISCAL IMPACT:

There is a nominal fiscal impact associated with setting this Public Hearing which includes a mandatory publication expense. This will be absorbed as a function of the existing facilities fee administrative component. The total positive fiscal impact of the Updated Facility Fee Program over the 20 year program horizon has the estimated revenue generating potential of over \$983 million dollars for use in addressing capital facilities needs directly related to growth.

BOARD ACTION AS FOLLOWS:

No. 2010-418

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

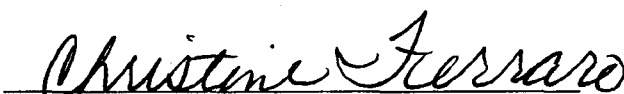
1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. M-64-I-6

Approval to Set a Public Hearing on July 20, 2010 at 6:35 P.M. to Consider the Adoption of the Updated Regional Transportation Impact Fee Component of the County Public Facility Fees and Approval of an Industrial Incentive Program

Page 2

**DISCUSSION:**

The history of Public Facilities Fees in Stanislaus County is longstanding. As one of the first adopter Counties (Fall 1990) Stanislaus, to this day, has one of the most comprehensive facility fee programs in the State of California and has been benchmarked by other jurisdictions.

The 2010 County Public Facilities Fee (PFF) program update is a comprehensive review of the County's fee program. The process has been both detailed and inclusive, offering multiple workshops and community stakeholder outreach sessions including meetings with the Building Industry Association (BIA), the Manufacturing Council, City Managers and staff, the Modesto Chamber of Commerce (Land Use Sub-Committee) and multiple local and regional developers.

All unit costs identified in the program update have been revised in light of the current economic environment (winter 2009 valuations) with transportation facilities based upon most recent Stanislaus Council of Governments (StanCOG) traffic and General Plan Circulation Element data. The update analyzes Department of Finance and StanCOG traffic model projections through calendar year 2030.

Over the evolution of the Stanislaus Facility Fee program, fee categories have been adapted to reflect the unique facility needs of our changing communities. In 1990 (program year one) there were eleven (11) categories. In 2003 these categories were modified to reflect community changes adding the Animal Services category. This structure remained consistent through the 2005 inflationary adjustment and has been modified in this update to include information technology as enterprise technology applications continue to become increasingly significant as a key infrastructure.

**Comparison of Fee Categories**

1990	2003	2005	2010
Public/Mental Health	Behavioral Health	Behavioral Health	Behavioral Health
Criminal Justice	Criminal Justice	Criminal Justice	Criminal Justice
Jails	Detention	Detention	Detention
Out Patient Care	Health	Health	Health
Libraries	Libraries	Libraries	Libraries
Other County Facilities	Other County Facilities	Other County Facilities	Other County Facilities
Parks	Regional Parks Neighborhood Parks	Regional Parks Neighborhood Parks	Regional Parks Neighborhood Parks
Roads Inter-City	Roads Inter-City	Roads Inter-City	Regional Transportation Impact Fee (RTIF)
Roads City/County	Roads City/County	Roads City/County	-
Sheriff	Sheriff	Sheriff	Sheriff

Approval to Set a Public Hearing on July 20, 2010 at 6:35 P.M. to Consider the Adoption of the Updated Regional Transportation Impact Fee Component of the County Public Facility Fees and Approval of an Industrial Incentive Program

Page 3

1990	2003	2005	2010
-	Animal Services	Animal Services	Animal Services
Fire	-	-	-
-	Emergency Services	Emergency Services	Emergency Services
-	-	-	Countywide Info Technology

### Fee Methodologies

Fee calculation methodology remains consistent with past practice and is based on a current level of service approach called the "Existing Inventory Method". The Existing Inventory method places value on existing facilities and ratio to current population to identify a per capita facility standard. That standard is then applied to projected population growth (over the 20 year program window) to determine a fee basis that will maintain the existing level of service. The exceptions to this approach are:

- ♦ Transportation related fee category which is based on a "Planned Facilities Method" which allocates costs based on the ratio of planned facility costs to demand from new development, and;
- ♦ Animal Services fee category which is based on a "System Plan Method" that calculates the fee based on the value of existing facilities plus the cost of planned facilities, divided by demand from existing plus new development. This approach creates an existing deficiency that must be met through non-fee funding.

### Regional Transportation Impact Fee Update

On March 30, 2010, the Board of Supervisors approved the 2010 Program Update, with the exception of the Regional Transportation Impact Fee component. Staff was directed to meet with representatives from the nine cities to listen to concerns voiced with the transportation components, and return to the Board of Supervisors within 90 days with recommendations relative to the adoption of the Regional Transportation Impact Fee component of the program. Staff has completed that process, and is recommending the adoption of a revised Regional Transportation Impact Fee component of the PFF Program. The adoption of this element will complete the 2010 Comprehensive Program Update.

Several policy issues are addressed in the updated Regional Transportation Impact Fee program, including:

- Elimination of the City-County Road fee component.
- The addition of an Industrial Rail credit which adjusts each of the large industrial land use trip rates down to account for trips served by rail.
- Retention of the single zone fee collection methodology.



Approval to Set a Public Hearing on July 20, 2010 at 6:35 P.M. to Consider the Adoption of the Updated Regional Transportation Impact Fee Component of the County Public Facility Fees and Approval of an Industrial Incentive Program

Page 4

- Inclusion of several study corridors to include projects in the southern and western portions of the County which strengthens overall program nexus.
- Reduction in the level of funding for the North County Corridor, Hammett and Kiernan Interchanges.

The proposed fee program update reflects decreases in 13 of the 18 fee categories. In an attempt to bridge those fee categories that increase (in the industrial sector), staff will be recommending the implementation of an Industrial Incentive over the life cycle of the fee update period (five years) in attempt to transition the industrial sector through this difficult economic climate.

### **Industrial Incentive Program**

One of the priorities of the Stanislaus County Board of Supervisors is the development of "A strong local economy". Goal 1 of this priority is to facilitate job creation through facilitating business park development, increasing workforce preparation skills and managing incentives and fee programs. The Industrial Incentive Model has been developed to assist the facilitation of job creation in Stanislaus County within the Industrial sector.

The incentive applies a discount in the amount of Public Facilities Fees paid based on a sliding scale, with the standard maximum discount reaching 60%. Every 5 points are the equivalent of a 1% discount in the PFF, up to a maximum of 300 points. Given the disparate impact the 2010 increase in fees has on very large industrial facilities when compared to other categories, industrial facilities greater than 300,000 square feet can automatically qualify for an additional discount. This discount is an additional 5% for manufacturing (up to a total of 65%), 15% for distribution and 15% for warehouse above any discount determined (up to a total of 75%) by the criteria as defined. The Industrial incentive model would apply to both incorporated and unincorporated development scenarios.

The purpose of the Public Facility Fee program is to require new development to provide funding for impacts that it imposes on public facilities and infrastructure so that current levels of services can be maintained. The fee study is available for public review from the Clerk of the Board prior to the public hearing date and also available on the County's website at: <http://www.stancounty.com/CEO/econ-dev/pdf/county-impact-fee.pdf>

Approval to Set a Public Hearing on July 20, 2010 at 6:35 P.M. to Consider the Adoption of the Updated Regional Transportation Impact Fee Component of the County Public Facility Fees and Approval of an Industrial Incentive Program

Page 5

**POLICY ISSUE:**

The Board should consider whether the Updated Public Facility Fee Program is an effective aid in mitigating the impacts of new development on the County's on-going ability to maintain appropriate levels of service.

**STAFFING ISSUES:**

There are no additional staffing issues related to this item. County Chief Executive Office (Economic/Community Development, Capital Facilities), Public Works and Planning staff have participated in this fee update process.

Contact Person:  
Keith D. Boggs  
Deputy Executive Officer – Economic Development  
County of Stanislaus  
209.652.1514

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, July 20, 2010, at the hour of 6:35 p.m., or as soon thereafter as the matter may be heard, the Stanislaus County Board of Supervisors will meet in the Basement Chambers, 1010 10<sup>th</sup> Street, Modesto, CA to consider the adoption of the Updated Regional Transportation Impact Fee Component of the County Public Facilities Fee Program, and to consider the approval of an Industrial Incentive Program.

ADDITIONAL NOTICE IS GIVEN that the Stanislaus County's Public Facilities Impact Fee Study and the Regional Transportation Impact Fee Study are available for review in the Clerk of the Board of Supervisors Office, 1010 10<sup>th</sup> Street, Suite 6700, Modesto, CA and also available on the County's website at: <http://www.stancounty.com/CEO/econ-dev/pdf/county-impact-fee.pdf>

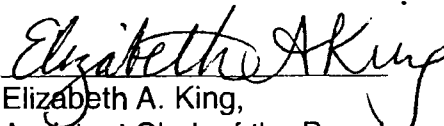
NOTICE IS FURTHER GIVEN that at the above noticed time and place, interested persons will be given an opportunity to be heard. Material submitted to the Board of Supervisors for consideration (i.e. photos, petitions, etc.) will be retained by the County. If a challenge to above proposal is made in court, persons may be limited to raising only those issues they or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Stanislaus County Board of Supervisors. For further information, call the Chief Executive Office at (209) 525-6333.

BY ORDER OF THE BOARD OF SUPERVISORS

DATED: June 29, 2010

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk of  
the Board of Supervisors  
of the County of Stanislaus,  
State of California.

BY:

  
Elizabeth A. King,  
Assistant Clerk of the Board

**Stanislaus County**  
**Public Facilities Fees (PFF) History**  
**Activity through 9/30/13**

<i>Fund</i>	<i>Fund Description</i>	<i>Fees Collected</i>	<i>Refunds</i>	<i>Net Fees</i>	<i>Interest</i>	<i>Distributions</i>	<i>Cash Balance</i>
<b>Original Fee Structure, effective 3/12/1990</b>							
6400	Regional Transportation Impact Fe	\$30,947,593.92	(\$744,740.89)	\$30,202,853.03	\$7,118,731.98	(\$37,114,694.05)	\$206,890.96
6401	City/County Road	\$6,527,060.28	(\$2,151,392.93)	\$4,375,667.35	\$1,050,143.88	(\$5,416,112.94)	\$9,698.29
6402	Jails	\$35,426,191.96	(\$455,852.64)	\$34,970,339.32	\$8,708,405.69	(\$21,406,464.91)	\$22,272,280.10
6403	Justice	\$3,535,080.17	(\$50,213.05)	\$3,484,867.12	\$599,860.43	(\$4,062,327.32)	\$22,400.23
6404	Library	\$11,619,743.54	(\$142,781.42)	\$11,476,962.12	\$2,146,465.95	(\$11,315,905.52)	\$2,307,522.55
6405	Parks	\$4,356,544.98	(\$52,448.58)	\$4,304,096.40	\$543,458.95	(\$4,329,407.15)	\$518,148.20
6406	Public Health	\$3,729,085.44	(\$43,874.92)	\$3,685,210.52	\$535,012.43	(\$2,764,451.56)	\$1,455,771.39
6407	Outpatient	\$1,932,246.43	(\$25,731.85)	\$1,906,514.58	\$516,598.86	(\$1,832,133.00)	\$590,980.44
6408	Other Facilities	\$4,793,146.26	(\$49,418.91)	\$4,743,727.35	\$748,898.10	(\$5,488,189.48)	\$4,435.97
6409	Admin Fees	\$2,216,979.62	(\$37,337.33)	\$2,179,642.29	\$241,986.04	(\$2,419,170.45)	\$2,457.88
6410	Sheriff	\$802,072.91	(\$11,072.93)	\$790,999.98	\$124,371.44	(\$897,361.00)	\$18,010.42
6411	Fire Warden	\$1,147,623.63	(\$21,253.46)	\$1,126,370.17	\$287,720.64	(\$1,407,504.44)	\$6,586.37
6412	Unincorporated-Admin Fee	\$49,199.47	(\$1,539.48)	\$47,659.99	\$12,690.57	(\$50,000.00)	\$10,350.56
6413	Unincorporated-Other Fac	\$42,804.35	(\$4,138.36)	\$38,665.99	\$39,409.62	(\$30,438.00)	\$47,637.61
<b>Sum</b>	<b>for Original Fee Structure, effective 3/12/1990</b>	<b>\$107,125,372.96</b>	<b>(\$3,791,796.75)</b>	<b>\$103,333,576.21</b>	<b>\$22,673,754.58</b>	<b>(\$98,534,159.82)</b>	<b>\$27,473,170.97</b>

CC: Auditor Controller - L. Klein  
Behavioral Health - B. Backlund  
C E O - P. Hill-Thomas, S. Risen, K. Boggs  
Environmental Resources - J. Aggers  
Parks - M. Rorabaugh  
Planning - A. Freitas, S. Treat  
Public Works - D. Haugh

<i>Fund</i>	<i>Fund Description</i>	<i>Fees Collected</i>	<i>Refunds</i>	<i>Net Fees</i>	<i>Interest</i>	<i>Distributions</i>	<i>Cash Balance</i>
<b>Revised Fee Structure, effective 5/12/2003</b>							
2400	Regional Transportation Impact Fe	\$26,953,371.75	(\$48,610.11)	\$26,904,761.64	\$3,028,401.90	(\$16,034,046.41)	\$13,899,117.13
2401	City/County Road	\$6,918,829.99	(\$229,247.75)	\$6,689,582.24	\$936,032.08	(\$1,713,943.12)	\$5,911,671.20
2402	Detention	\$7,662,331.77	(\$10,998.44)	\$7,651,333.33	\$1,177,437.36	(\$2,249,124.31)	\$6,579,646.38
2403	Criminal Justice	\$750,044.10	(\$1,012.77)	\$749,031.33	\$101,557.62	(\$642,976.93)	\$207,612.02
2404	Library	\$2,474,967.00	(\$3,530.62)	\$2,471,436.38	\$380,551.71	(\$130,527.73)	\$2,721,460.36
2405	Regional Parks	\$7,555,097.07	(\$11,742.84)	\$7,543,354.23	\$1,122,254.52	(\$2,258,537.44)	\$6,407,071.31
2406	Health	\$2,433,627.21	(\$3,463.64)	\$2,430,163.57	\$391,139.08	(\$15.00)	\$2,821,287.65
2407	Behavioral Health	\$1,975,920.55	(\$2,927.30)	\$1,972,993.25	\$228,357.57	(\$2,120,873.00)	\$80,477.82
2408	Other Facilities	\$7,029,532.89	\$68,256.98	\$7,097,789.87	\$1,046,428.22	(\$3,297,560.80)	\$4,846,657.29
2409	Admin Fees	\$1,348,778.32	(\$2,318.32)	\$1,346,460.00	\$197,679.29	(\$1,299,154.96)	\$244,984.33
2410	Sheriff	\$1,315,114.74	(\$4,550.26)	\$1,310,564.48	\$160,302.51	(\$966,994.71)	\$503,872.28
2411	Emergency Services	\$183,531.91	(\$215.06)	\$183,316.85	\$26,388.66	(\$158,161.83)	\$51,543.68
2412	Unincorporated-Admin Fees	\$69,727.35	(\$155.95)	\$69,571.40	\$9,784.53	(\$9.00)	\$79,346.93
2413	Neighborhood Parks	\$644,521.39	(\$1,687.57)	\$642,833.82	\$115,400.86	(\$189,491.27)	\$568,743.41
2414	Animal Services	\$265,427.92	(\$3,583.85)	\$261,844.07	\$40,904.25	(\$21,908.00)	\$280,840.32
2415	Information Technology	\$27,218.72	\$0.00	\$27,218.72	\$255.17	(\$3.00)	\$27,470.89
<b>Sum</b>	<b>for Revised Fee Structure, effective 5/12/2003</b>	<b>\$67,608,042.68</b>	<b>(\$255,787.50)</b>	<b>\$67,352,255.18</b>	<b>\$8,962,875.33</b>	<b>(\$31,083,327.51)</b>	<b>\$45,231,803.00</b>

**Grand Total**

\$174,733,415.64	(\$4,047,584.25)	\$170,685,831.39	\$31,636,629.91	(\$129,617,487.33)	\$72,704,973.97
------------------	------------------	------------------	-----------------	--------------------	-----------------

CC: Auditor Controller - L. Klein  
Behavioral Health - B. Backlund  
C E O - P. Hill-Thomas, S. Risen, K. Boggs  
Environmental Resources - J. Aggers  
Parks - M. Rorabaugh  
Planning - A. Freitas, S. Treat  
Public Works - D. Haugh

Currency: USD  
 Balance Type: Year to Date  
 Fund Range: 6402 to 6402

Ledger: County of Stanislaus  
 Fund: 6402 AC Developers Fees-Jails

Account	Description	Beginning Balance	Debits	Credits	Ending Balance
C1000	Equity in Pooled Cash	22,262,749.10	9,531.00	0.00	22,272,280.10
C1010	Investment - fair value adjustm	108,817.94	0.00	0.00	108,817.94
01130	Interest receivable- pool inves	68,615.76	0.00	0.00	68,615.76
03680	Fund bal-non-spendable-invest.	(108,817.94)	0.00	0.00	(108,817.94)
03693	Fund bal-restricted-other	(22,331,364.86)	0.00	0.00	(22,331,364.86)
31420	Public facility fee	0.00	0.00	9,531.00	(9,531.00)
		0.00	9,531.00	9,531.00	0.00

# Real Estate Due Diligence Package

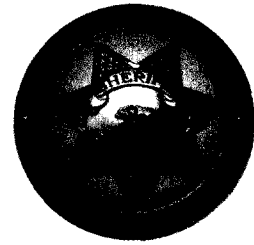


# **Stanislaus County Real Estate Due Diligence Package for SB 1022**

**Adult Local Criminal Justice Facilities Construction  
Financing Program**

**Package submitted by:  
Stanislaus County Chief Executive Office  
Patricia Hill Thomas  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, California 95354  
Phone: (209) 609-4334  
Fax: (209) 525-4384  
[thomasp@stancounty.com](mailto:thomasp@stancounty.com)**





# Real Estate Due Diligence

October 24, 2013

- Preliminary Report
- Title Documents
- Appraisal Report
- Records Search Documents Certification
- Assessor's Map
- Unrecorded Rights Certification Letters
- Title Exceptions Map

**Updated July 13,  
2012**



**First American Title Insurance Company  
National Commercial Services  
1610 Arden Way, Suite 101  
Sacramento, CA 95815**

Deirdre Joan Cox  
Wulfsberg Reese Colvig & Firstman  
300 Lakeside Drive, 24th Floor  
Oakland, CA 94612  
Phone: (510)835-9100

Escrow Officer: Molly Baier  
Phone: (916)576-3134  
Email: mbaier@firstam.com

Borrower: The County of Stanislaus  
Property: 3312 Crows Landing Road and 444 East Hackett, Unincorporated  
Area County of Stanislaus, CA

**PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of July 5, 2012 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Standard Owner's Policy 2006 with Western Regional Exceptions (6-17-06)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

The County of Stanislaus, a political subdivision of the State of California

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
- 1A. Taxes and assessments are unavailable at this time. Please verify all tax and assessment information prior to closing.
2. General and special taxes and assessments for the fiscal year 2011-2012 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 086-015-014 & 086-015-015.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Taxes and assessments, if any, of the Turlock Irrigation District.
5. The terms and provisions contained in the document entitled "Agreement to Annex" recorded April 24, 1992 as Instrument No. 037540 of Official Records.

6. An easement shown or dedicated on the map filed or recorded June 01, 1995 in Book 47, Page 24 of Maps.  
For: Public utilities, irrigation, T.I.D. Improvement District No. 91-C Irrigation, Lateral "C" (Hasting Lateral) T.I.D. Improvement District No. 91-C, Pacific Bell, access and utility, access, pipeline and irrigation and incidental purposes.
7. The terms and provisions contained in the document entitled "Agreement to Abandon Use of Ditch" recorded June 07, 1993 as Instrument No. 057165 of Official Records.
8. Rights of parties in possession.
9. The terms and provisions contained in the document entitled "Certificate of Completion - West Landing Specific Plan Reorganization to the City of Ceres" recorded June 4, 2012 as Instrument No. 2012-0048746-00 of Official Records.
10. The effect of a document entitled "Certificate of Merger", recorded June 15, 2012 as Instrument No. 2012-0053244-00 of Official Records.

Said Document notes that the merger described therein should be reflected in a recorded deed, which was not found of record.

**INFORMATIONAL NOTES**

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a Commercial Structure known as 3312 Crows Landing Road and 444 East Hackett, California.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

3. If this preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only, it is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

A. WITH RESPECT TO A CORPORATION:

- a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
- b. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
- c. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:

- a. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
- b. A full copy of the partnership agreement and any amendments;
- c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
- d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

- C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
- a. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
  - b. A full copy of the partnership agreement and any amendment;
  - c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
  - d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
- a. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
  - b. A full copy of the partnership agreement and any amendments;
  - c. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
- a. A copy of its operating agreement and any amendments thereto;
  - b. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
  - c. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
  - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
    - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
    - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of

a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.

- e. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

F. WITH RESPECT TO A TRUST:

- a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

G. WITH RESPECT TO INDIVIDUALS:

- a. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Stanislaus, State of California, described as follows:

ALL THAT CERTAIN REAL PROPERTY IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTIONS 16, TOWNSHIP 4 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN, DESCRIBED AS FOLLOWS:

PARCEL 4:

PARCEL "C" TOGETHER WITH PARCEL "D" AS SHOWN ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF STANISLAUS ON JUNE 1, 1995 IN BOOK 47 OF PARCEL MAPS, PAGE 24.

EXCEPTING THEREFROM 50% OF ALL OIL, GAS AND MINERALS AS RESERVED IN THE DEED FROM LAWRENCE A. PAXTON, RECORDED APRIL 11, 1963 IN VOLUME 1846, AT PAGE 442, OF OFFICIAL RECORDS.

ALSO TOGETHER WITH PARCEL 3 AS SHOWN ON THAT MAP FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF STANISLAUS ON SEPTEMBER 25, 1992 IN BOOK 45 OF PARCEL MAPS AT PAGE 36.

APN: 086-015-014 & 086-015-015

**NOTICE I**

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

**NOTICE II**

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:  
Franchise Tax Board  
Withhold at Source Unit  
P.O. Box 651  
Sacramento, CA 95812-0651  
(916) 845-4900

## **Privacy Policy**

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)****EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)****EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.  
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date

- (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
    - (a) that are created, allowed, or agreed to by you
    - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
    - (c) that result in no loss to you
    - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
  4. Failure to pay value for your title.
  5. Lack of a right:
    - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
    - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

### **2006 ALTA LOAN POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

#### **2006 ALTA OWNER'S POLICY (06-17-06)**

##### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

##### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

### **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

RECORDING REQUESTED BY

Title Insurance and Trust Co.

1546 442

AND WHEN RECORDED MAIL TO

Name: Mr. and Mrs. George Kaufman  
Street Address: 3312 Crows Landing Road  
City & State: Modesto, California

14022

RECORDED BY

TITLE INSURANCE AND TRUST CO.  
APR 11 1963 AT 10:20  
IN OFFICE OF RECORDER OF STANISLAUS  
COUNTY, CALIFORNIA

*Reserving* RECORDER.

*3.80*



RECORDER'S USE

### Joint Tenancy Grant Deed

*11.00*

*H.L.*

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

LAWRENCE A. FAXTON, a single man,

hereby GRANT(S) to **GEORGE KAUFMAN and JOSEPHINE KAUFMAN, husband and wife**

, AS JOINT TENANTS.

the real property in the  
County of Stanislaus

State of California, described as:

**PARCEL NO. 1:**

All that portion of the Northwest quarter of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base and Meridian, described as:

BEGINNING at a point 26.65 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21, said Township and Range; thence along East line of County Road, North 0° 25' West 13.35 chains, more or less, to the North line of the Southwest quarter of said Section 16; thence East along the North line of said Southwest quarter, 20 chains more or less, to quarter line in Southwest quarter of said Section 16; running North and South; thence South along said line 12.943 chains, more or less, to center line of ditch; thence South 87° 33' West 19.73 chains along center line of ditch to point of beginning.

**PARCEL NO. 2:**

All that portion of the West half of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base and Meridian, described as:

BEGINNING at a point 13.89 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21, in said Township and Range; thence along the East side of the County Road North 0° 25' West 12.76 chains to the center of a ditch; thence along the center of said ditch North 87° 33' East 19.73 chains; thence South 0° 23' East 11.79 chains to the center of a ditch; thence along the center of said ditch South 89° 23' West 19.70 chains to the point of beginning.

Reserving unto the Grantor fifty per cent of the mineral rights in said property, described in Parcels 1 and 2.

1546 442

14022

*George Faxton*



Dated April 1, 1963  
STATE OF CALIFORNIA,  
COUNTY OF Orange } ss.  
On April 2, 1963 before me, the under-  
signed, a Notary Public in and for said County and State, personally  
appeared Lawrence A. Paxton

*Lawrence A. Paxton*  
Lawrence A. Paxton

\_\_\_\_\_ knows to me  
to be the person whose name is subscribed to the within  
instrument and acknowledged that he executed the same.  
WITNESS my hand and official seal.

(Seal) *N. Zmudzinski*  
Signature N. ZMUDZINSKI

Notary Public in and for said County and State  
If executed by a Corporation the Corporate Form of  
Acknowledgment must be used.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Title Order No. \_\_\_\_\_  
Escrow or Loan No. 67074-G

END OF DOCUMENT

RECORDING REQUESTED BY  
LAWRENCE A. PAXTON  
1965 JUL 16 73

2567 PAGE 01

RECORDED AS *11* BY *Mitchell & Di Loreto*

OFFICE RECORDS STAM-  
BIAUS CO. CASE.

STEVE R NELSON,  
RECORDER

*[Signature]*  
ASST RECORDER

300

LAWRENCE & HOPE PAXTON  
c/o Mitchell & Di Loreto  
Attorneys at Law  
P. O. Box 4396  
Downey, California 90241

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MR. AND MRS. LAWRENCE PAXTON  
9536 South Brock Avenue  
Downey, California

NO CONSIDERATION

DOCUMENTARY TRANSFER TAX \$ HOME

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,  
OR COMPUTED ON FULL VALUE LESS LIENS AND  
ENCUMBRANCES EXISTING AT TIME OF SALE.

*[Signature]*

### Grant Deed

TS 400 ( 12-11-70)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LAWRENCE A. PAXTON, a married man,

hereby GRANT(S) to LAWRENCE A. PAXTON and HOPE J. PAXTON,  
Husband and Wife, as Joint Tenants,

the following described real property in the

County of Stanislaus, State of California: Fifty per cent (50%) of the mineral rights in and to the following described real property:

**PARCEL NO. 1:** All that portion of the Northwest quarter of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base & Meridian, described as: BEGINNING at a point 26.65 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21, said Township & Range; thence along East line of County Road, North 0°25' West 13.35 chains, more or less, to the North line of the Southwest quarter of Section 16; thence East along the North line of said Southwest quarter, 20 chains, more or less, to quarter line in Southwest quarter of said Section 16; running North and South; thence South along said line 12.943 chains, more or less, to center line of ditch; thence South 87°33' West 19.73 chains along center line of ditch to point of beginning.

**PARCEL NO. 2:** All that portion of the West half of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base & Meridian, described as: BEGINNING at a point 13.89 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21, in said Township & Range, thence along the East side of the County Road North 0°25' West 12.76 chains to the center of a ditch; thence along the center of said ditch North 87°33' East 19.73 chains; thence South 0°23' East 11.19 chains to the center of a ditch; thence along the center of said ditch South 89°23' West 19.20 chains to the point of beginning.

Dated *June 14, 1973*

LAWRENCE A. PAXTON

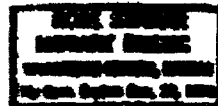
STATE OF ~~KANSAS~~ KANSAS  
COUNTY OF WYANDOTTE

On June 14, 1973 before me the undersigned, a Notary Public in and for said State, personally appeared  
**LAWRENCE A. PAXTON**

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

WITNESS my hand and seal of office.

*[Signature]*  
Bope Steinar - Notary Public  
Name (Typed or Printed)



1965 JUL 16 73

Title Order No.

Errors or Loss No.

095593 OCT-592

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
STRADLING, YOCCA, CARLSON & RAUTH )  
660 Newport Center Drive )  
Suite 1600 )  
Newport Beach, California 92660 )  
Attn: Robert J. Whalen, Esq. )

RECORDED AT 1:30 BY.  
FIRST AMERICAN  
TITLE CO.  
OFFICIAL RECORDS  
STANISLAUS CO. CALIF.  
KAREN MATHEWS, RECORDER

*no fee*

[Space above for recorder.]  
This document is recorded for  
the benefit of the County of  
Stanislaus, and the recording  
is fee-exempt under Section  
27383 of the Government Code.

-----  
**LEASE AGREEMENT**

between

COUNTY OF STANISLAUS,  
as Lessee

and

STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY,  
as Lessor

Dated as of September 1, 1992

Relating to the 1992 Series B Certificates of Participation

-----

095593 OCT-592

*54*

**TABLE OF CONTENTS**

	<u>Page</u>
<b>ARTICLE I</b>	
<b>DEFINITIONS AND EXHIBITS</b>	
SECTION 1.1	Definitions and Rules of Construction..... 2
SECTION 1.2	Exhibits..... 4
<b>ARTICLE II</b>	
<b>REPRESENTATIONS, COVENANTS AND WARRANTIES</b>	
SECTION 2.1	Representations, Covenants and Warranties of the County..... 4
SECTION 2.2	Representations, Covenants and Warranties of the Authority..... 6
<b>ARTICLE III</b>	
<b>ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF THE PROJECT</b>	
SECTION 3.1	Deposit of Certificate Proceeds..... 8
SECTION 3.2	Acquisition, Construction and Improvement of the Project ..... 8
SECTION 3.3	Compliance with Law..... 9
SECTION 3.4	Payment of Project Costs..... 9
SECTION 3.5	Completion Date; Certification..... 9
SECTION 3.6	Substitution and Release ..... 10
SECTION 3.7	Further Assurances and Corrective Instruments ..... 11
<b>ARTICLE IV</b>	
<b>AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS</b>	
SECTION 4.1	Lease..... 11
SECTION 4.2	Term ..... 12
SECTION 4.3	Extension of Lease Term..... 12
SECTION 4.4	Lease Payments..... 12
SECTION 4.5	No Withholding..... 13
SECTION 4.6	Fair Rental Value..... 13
SECTION 4.7	Budget and Appropriation..... 14

095593 OCT-592

	<u>Page</u>
SECTION 4.8	Assignment of Lease Payments..... 15
SECTION 4.9	Use and Possession..... 15
SECTION 4.10	Abatement of Lease Payments and Additional Payments..... 15
SECTION 4.11	Additional Payments..... 16
SECTION 4.12	Net-Net-Net Lease..... 17

**ARTICLE V**

**INSURANCE**

SECTION 5.1	Public Liability and Property Damage..... 17
SECTION 5.2	Worker's Compensation..... 18
SECTION 5.3	Hazard Insurance..... 18
SECTION 5.4	Rental Interruption Insurance..... 19
SECTION 5.5	Title Insurance..... 19
SECTION 5.6	General Insurance Provisions ..... 19
SECTION 5.7	Cooperation..... 21

**ARTICLE VI**

**DAMAGE, DESTRUCTION AND EMINENT DOMAIN;  
USE OF NET PROCEEDS**

SECTION 6.1	Application of Net Proceeds..... 21
-------------	-------------------------------------

**ARTICLE VII**

**COVENANTS WITH RESPECT TO THE LEASED PREMISES**

SECTION 7.1	Use of the Leased Premises..... 23
SECTION 7.2	Leasehold Interest in the Site..... 23
SECTION 7.3	Option to Prepay Lease Payments..... 23
SECTION 7.4	Quiet Enjoyment..... 23
SECTION 7.5	Installation of County's Personal Property..... 24
SECTION 7.6	Access to the Leased Premises..... 24
SECTION 7.7	Maintenance, Utilities, Taxes and Assessments..... 24
SECTION 7.8	Modification of the Leased Premises..... 25
SECTION 7.9	Liens..... 26
SECTION 7.10	Authority's Disclaimer of Warranties..... 26
SECTION 7.11	County's Right to Enforce Warranties of Manufacturers, Vendors or Contractors..... 27

ARTICLE VIII

ASSIGNMENT, SUBLEASING AND AMENDMENT

SECTION 8.1	Assignment by the Authority.....	27
SECTION 8.2	Assignment and Subleasing by the County.....	27
SECTION 8.3	Amendments and Modifications.....	28

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1	Events of Default Defined.....	28
SECTION 9.2	Remedies on Default.....	29
SECTION 9.3	No Remedy Exclusive.....	31
SECTION 9.4	Agreement to Pay Attorneys Fees and Expenses.....	31
SECTION 9.5	No Additional Waiver Implied by One Waiver.....	31
SECTION 9.6	Application of the Proceeds Following Default	31
SECTION 9.7	Trustee and Certificate Owners to Exercise Rights.....	31

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

SECTION 10.1	Security Deposit.....	32
SECTION 10.2	Mandatory Prepayment From Net Proceeds and Title Insurance Proceeds.....	32
SECTION 10.3	Optional Prepayment .....	32
SECTION 10.4	Sinking Fund Redemption .....	33
SECTION 10.5	Credit for Amounts on Deposit.....	33
SECTION 10.6	Effect of Prepayment.....	33

ARTICLE XI

MISCELLANEOUS

SECTION 11.1	Notices.....	34
SECTION 11.2	Binding Effect.....	35
SECTION 11.3	Severability.....	35
SECTION 11.4	Execution in Counterparts.....	35
SECTION 11.5	Applicable Law.....	35
SECTION 11.6	Captions.....	35

095593 OCT-5-92

	<u>Page</u>
Exhibit A - General Description of the Project.....	A-1
Exhibit B - Description of the Site.....	B-1
Exhibit C - Schedule of Lease Payments.....	C-1
Exhibit D - Lease Supplement.....	D-1

095593 OCT-92

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT, dated as of September 1, 1992, is entered into by and between the STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California, including, without limitation, Section 6500 et seq. of the Government Code of the State of California, as lessor (the "Authority"), and the COUNTY OF STANISLAUS, a political subdivision of the State of California duly organized and existing under and by virtue of the Constitution and laws of the State of California, as lessee (the "County");**

**W I T N E S S E T H :**

**WHEREAS, pursuant to the Government Code of the State of California, the County may enter into leases and agreements relating to real property to be used by the County;**

**WHEREAS, the Authority and County wish to provide financing for certain public improvements as described in Exhibit A hereto (the "Project") by entering into this Lease Agreement (the "Lease") and authorizing and directing the execution and delivery of certificates of participation, described below, evidencing proportionate interests in certain rights of the Authority under this Lease, including the right to receive lease payments to be made by the County hereunder; and**

**WHEREAS, the County has entered into a Site Lease of even date herewith (the "Site Lease") with the Authority under which the Authority has agreed to lease from the County the real property described on Exhibit A thereto upon which the Project is to be constructed and which Site Lease contains other terms and conditions as the governing board of the County deems to be in the best interest of the County; and**

**WHEREAS, in consideration of the lease payments to be paid by the County to the Authority hereunder, the Authority will lease back the real property described in Exhibit B hereto, will cause the Project to be constructed thereon, and will lease the Project to the County pursuant to Section 4.1 hereof; and**

**WHEREAS, the Authority is authorized pursuant to the laws of the State of California and its joint exercise of powers agreement to provide financial assistance to the County by**

**095593 OCT-5-92**



acquiring, constructing and financing various public facilities, land and equipment and the leasing of facilities, land and equipment for the use, benefit and enjoyment of the public;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

**SECTION 1.1 Definitions and Rules of Construction.** Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the Trust Agreement; and the additional terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

**"Additional Certificates"** means any certificates of participation executed and delivered by the Trustee pursuant to Section 317 of the Trust Agreement subsequent to the Delivery Date for the Certificates, which are secured on a parity with the Certificates.

**"Agency Agreement"** means the Agency Agreement, dated as of the date hereof, by and between the Authority and the County, and any duly authorized and executed amendments thereto.

**"Certificates"** means the \$10,155,000 Certificates of Participation, 1992 Series B, executed and delivered by the Trustee pursuant to the Trust Agreement.

**"Completion Certificate"** means the certificate of the County filed with the Trustee and signed by the County Representative, as prescribed by Section 3.5 hereof.

**"Component"** means one of the portions of the Site described in Exhibit B hereto.

**"Independent Counsel"** means an attorney duly admitted to the practice of law before the highest court of the State and who is not an employee or officer of the Authority, the Trustee or the County.

095593 OCT-5-92

**"Lease"** means this Lease Agreement, by and between the County and the Authority, as amended and supplemented from time to time.

**"Leased Premises"** means the Site and any portion of the Project located on the Site.

**"Lease Supplement"** means one or more amendments to this Lease substantially in the form attached as Exhibit D hereto.

**"Permitted Encumbrances"** means as of any particular time: (1) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the County may, pursuant to Section 7.7 hereof, permit to remain unpaid; (2) the Assignment Agreement, as it may be amended from time to time; (3) this Lease, as it may be amended from time to time; (4) the Site Lease, as it may be amended from time to time; (5) any right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law; (6) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Delivery Date for the Certificates and which the County certifies in writing on the Delivery Date for the Certificates will not materially impair the use of the Site; and (7) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the Delivery Date for the Certificates, or existing on any real property substituted for the Site, to which the Authority, the Insurer and the County consent in writing and which the County certifies will not materially impair the use of the Site or real property substituted for the Site, as the case may be.

**"Project"** means the improvements described in Exhibit A hereto to be constructed on the Site and any other capital improvements specified by the County from time to time to be constructed with the proceeds of any Additional Certificates.

**"Site"** means the real property described from time to time in Exhibit B hereto, as such Exhibit B may be amended and supplemented from time to time in accordance with the provisions of this Lease.

**"Site Lease"** means the Site Lease, dated as of the date hereof, by and between the County, as lessor, and the Authority, as lessee, as amended and supplemented from time to time, and any duly authorized and executed amendments thereto.

**"Term"** means the term of this Lease as established by Section 4.2 hereof.

095593 OCT-5-92

**"Trust Agreement"** means the Trust Agreement, dated as of the date hereof, by and among Bank of America National Trust and Savings Association, as trustee, the County and the Authority, as amended and supplemented from time to time.

**SECTION 1.2 Exhibits.** The following Exhibits are attached to, and by reference made a part of, this Lease:

- Exhibit A: Description of the Project.
- Exhibit B: Description of the Site.
- Exhibit C: Schedule of Lease Payments.
- Exhibit D: Lease Supplement.

**ARTICLE II**

**REPRESENTATIONS, COVENANTS AND WARRANTIES**

**SECTION 2.1 Representations, Covenants and Warranties of the County.** The County represents, covenants and warrants to the Authority as follows:

(a) **Due Organization and Existence.** The County is a political subdivision of the State, duly organized and existing under and by virtue of the Constitution and laws of the State, with the power and authority to own, lease and acquire real and personal property and equipment.

(b) **Authorization; Enforceability.** The Constitution and laws of the State authorize the County to enter into this Lease, the Site Lease, the Agency Agreement and the Trust Agreement and to enter into the transactions contemplated by and to carry out its obligations under all of the aforesaid agreements, and the County has duly authorized and executed all of the aforesaid agreements. This Lease, the Site Lease, the Agency Agreement and the Trust Agreement constitute the legal, valid and binding obligations of the County, enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) **No Conflicts or Default; No Liens or Encumbrances.** Neither the execution and delivery of this Lease, the Site Lease, the Agency Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation

095593 OCT-592

of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the County or upon the Leased Premises, except for Permitted Encumbrances and the pledges contained in the Trust Agreement.

(d) Execution and Delivery. The County has duly authorized and executed this Lease, the Site Lease, the Agency Agreement and the Trust Agreement in accordance with the Constitution and laws of the State.

(e) Indemnification of the Authority. To the extent permitted by law, the County covenants to defend, indemnify and hold harmless the Authority and its assigns, board members and employees (collectively, the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Lease, and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Lease or the Site Lease. In particular, without limitation, to the extent permitted by law, the County shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Leased Premises by the County, (ii) any breach or default on the part of the County in the performance of any of its obligations under this Lease, (iii) any act of negligence of the County or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Premises, (iv) any act of negligence of any assignee or sublessee of the County with respect to the Leased Premises, or (v) the completion of the Project or the authorization of payment of the Project Costs by the County. No indemnification is made under this Section or elsewhere in this Lease for claims, losses or damages, including legal fees and expenses arising out of the willful misconduct, negligence, or breach of duty under this Lease by the Authority, its officers, board members, agents, employees, successors or assigns.

095593 OCT-592

(f) General Tax and Arbitrage Covenant. The County hereby covenants that, notwithstanding any other provision of this Lease, it will make no use of the proceeds of the Certificates or any Additional Certificates or of any other amounts, regardless of the source, or of any property or take any action, or refrain from taking any action that may cause the obligations of the County under this Lease to be "arbitrage bonds" within the meaning of Section 148 of the Code, or under applicable Treasury Regulations promulgated thereunder or to cause the Interest Component of the Lease Payments to become subject to State of California personal income taxation.

In addition, the County covenants that it will not make any use of the proceeds of the obligations provided herein or in the Trust Agreement or of any other funds of the County, or take or omit to take any other action that would cause the obligations of the County under this Lease to be "private activity bonds" within the meaning of Section 141 of the Code, or "federally guaranteed" within the meaning of Section 149(b) of the Code. To that end, so long as necessary to maintain the exclusion from gross income for federal income tax purposes of the Interest Component of the Lease Payments, the County will comply with all requirements of such Sections and all regulations thereunder and under Section 103 of the Code, to the extent that such requirements are, at the time, applicable and in effect.

**SECTION 2.2 Representations, Covenants and Warranties of the Authority.** The Authority represents, covenants and warrants to the County as follows:

(a) Due Organization and Existence; Enforceability. The Authority is a joint powers authority duly organized, existing and in good standing under and by virtue of the laws of the State, has the power to enter into this Lease, the Site Lease, the Agency Agreement, the Assignment Agreement and the Trust Agreement; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of this Lease, the Site Lease, the Agency Agreement, the Assignment Agreement and the Trust Agreement. This Lease, the Site Lease, the Assignment Agreement, the Agency Agreement and the Trust Agreement constitute the legal, valid and binding obligations of the Authority, enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) No Encumbrances. The Authority will not pledge or encumber the Lease Payments or Additional Payments or other amounts derived from the Leased Premises or from its other rights under this Lease or the Site Lease, except for Permitted Encumbrances and except as provided under the terms of this Lease, the Site Lease, the Assignment Agreement and the Trust Agreement.

(c) No Conflicts or Defaults; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Site Lease, the Assignment Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the formation documents of the Authority or any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Authority or upon the Leased Premises, except for Permitted Encumbrances and except by the pledges contained in the Trust Agreement.

(d) Execution and Delivery. The Authority has duly authorized and executed this Lease, the Site Lease, the Agency Agreement, the Assignment Agreement and the Trust Agreement in accordance with the Constitution and laws of the State.

(e) General Tax and Arbitrage Covenant. The Authority covenants that, notwithstanding any other provision of this Lease, it will make no use of the proceeds of the Certificates or any Additional Certificates or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action that may cause the obligations of the County under this Lease to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Code or to cause the Interest Component of the Lease Payments to become subject to State of California personal income taxation.

In addition, the Authority covenants that it will not make any use of the proceeds of the obligations provided herein or in the Trust Agreement or of any other funds of the County or take or omit to take any other action that would cause such obligations to be "private activity bonds" within the meaning of Section 141 of the Code, or "federally guaranteed" within the meaning of Section 149(b) of the Code. To that end, so long as necessary to maintain the

095593 OCT-92

exclusion from gross income for federal income tax purposes of the Interest Component of the Lease Payments, the Authority will comply with all requirements of such Sections and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent that such requirements are, at the time, applicable and in effect.

(f) Maintenance of Existence. To the extent permitted by law, the Authority agrees that during the term hereof it will maintain its existence as a joint powers authority, will not dissolve or otherwise dispose of all or substantially all of its assets, if any, will not become a general or limited partner in any partnership or a joint venturer in any joint venture and will not combine or consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it, unless such action will not cause a merger of the County's leasehold estate in the Leased Premises and the successor thereto is a public agency which expressly agrees to assume all rights and responsibilities of the Authority under the Site Lease, the Assignment Agreement, the Trust Agreement and this Lease.

### ARTICLE III

#### ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

SECTION 3.1 Deposit of Certificate Proceeds. On the Delivery Date for the Certificates and on the Delivery Date for any Additional Certificates, the Authority agrees to pay or cause to be paid to the Trustee as the rental due under the Site Lease the amount specified in Section 4 thereof, which moneys shall be deposited with the Trustee as provided in Section 401 of the Trust Agreement, or in the case of Additional Certificates as provided in any Supplemental Trust Agreement which relates to such Additional Certificates.

SECTION 3.2 Acquisition, Construction and Improvement of the Project. The Authority agrees to acquire, construct, deliver and install the Project and to lease the portion of it located on the Site to the County hereunder. The Authority agrees to cause the Project to be acquired, constructed, delivered and installed with the amounts paid by the Authority to the Trustee pursuant to Section 3.1 above. The Authority, or its agent, will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition, construction, delivery and installation of the Project. The parties acknowledge that the Authority intends to appoint the County as its agent to acquire, construct, deliver and install the Project as set forth in the Agency Agreement. The County covenants and agrees to comply with the terms of the Agency Agreement.

**SECTION 3.3 Compliance with Law.** The Authority, and any agent of the Authority, shall comply with all applicable provisions for bids and contracts prescribed by law with respect to the Project, including, without limitation, Sections 20110 et seq. of the Public Contracts Code and Article 42 (commencing with Section 20670) of Part 3 of Division 2 of the Public Contracts Code.

**SECTION 3.4 Payment of Project Costs.** Payment of the Project Costs shall be made from the moneys deposited with the Trustee in the Project Fund as provided in Section 3.1 hereof and Section 402 of the Trust Agreement, which shall be disbursed from the Project Fund in accordance and upon compliance with Section 402 of the Trust Agreement.

**SECTION 3.5 Completion Date; Certification.** The County and the Authority expect that the Project will be substantially completed in accordance with plans and specifications approved by the County and accepted by the County on or prior to February 1, 1994. Such date represents the anticipated completion date of the Project, and the parties agree and understand that the Project is expected to be completed prior to such date; provided, however, that such completion date shall be extended for an additional period if the Authority or the County, or any contractor or contractors, are delayed by: (i) litigation brought against the County or the Authority which enjoins the construction of the Project; (ii) any act of God which the Authority or the County could not have reasonably foreseen and provided for; (iii) any strikes, boycotts, or similar obstructive actions by employee or labor organizations which are beyond the control of the Authority or the County and which the Authority or the County cannot overcome with reasonable effort and could not have reasonably foreseen and provided for; (iv) any war or declaration of the state of national emergency; or (v) the imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the Project.

Upon the completion of acquisition, construction, delivery and installation of the portion of the Project to be financed with the proceeds of the Certificates and each issue of Additional Certificates, the County shall deliver to the Trustee a Completion Certificate with respect thereto. A separate Completion Certificate will be filed with respect to the portion of the Project to be financed from the Certificates and each issue of Additional Certificates. On the date of filing a Completion Certificate, all excess moneys remaining in the Acquisition and Construction Account of the Project Fund for the Certificates or issue of Additional Certificates for which such Completion Certificate is delivered shall be applied in accordance with the provisions of Section 402(e) of the Trust Agreement.



If the Authority, for any reason whatsoever, cannot deliver possession of the completed Project to the County by February 1, 1994, and as a result of which non-delivery the County is deprived of the use and occupancy of a substantial portion of the Project, this Lease shall not be void or voidable, nor shall the Authority be liable to the County for any loss or damage resulting therefrom. In such event, however, Lease Payments and Additional Payments, with respect to the period between the completion date thereof specified in the first paragraph of this Section 3.5 and the time when the Project, or any portion thereof, is substantially completed, shall be payable solely from the sources of payment identified in Section 4.10(a) hereof.

**SECTION 3.6 Substitution and Release.** The County shall have the right from time to time to add other real property and improvements or to substitute other real property or improvements for all or a portion of the Leased Premises or to release a portion of the real property or improvements constituting the Leased Premises, if it has provided the Trustee with a written Lease Supplement and has obtained and provided to the Trustee each of the following:

(a) Written consent of each municipal bond insurance company that has insured the Certificates or an issue of Additional Certificates, if any;

(b) Written confirmation from Standard & Poor's Corporation, Moody's Investors Service, Inc., and each municipal bond rating agency that has rated an issue of Additional Certificates that its then existing rating with respect to the Certificates or any Additional Certificates will not be reduced or withdrawn as a result of such addition, substitution or release;

(c) A certificate from an independent, MAI qualified real estate appraiser selected by the County setting forth his or her findings that the Leased Premises as constituted following such addition, substitution or release (i) has an annual fair rental value during the remainder of the Term which is equal to or greater than the total annual Lease Payments and Additional Payments (assuming that the annual Additional Payments due in the future will equal the average annual Additional Payments prior to such addition, substitution or release) required to be paid hereunder during any year of the remainder of the Term and (ii) has a useful life at least equal to the remaining Term hereof;

(d) Certificates of insurance applicable to the Leased Premises (at and after the addition, substitution or release) which comply with the requirements of Sections 5.1, 5.3, 5.4 and 5.5 hereof; and

095593 OCT-3 92

(e) An opinion of Bond Counsel to the effect that such addition, substitution or release will not adversely affect the exclusion from gross income for federal income tax purposes and the exemption from State personal income taxation of the Interest Component of the Lease Payments and that this Lease and the Site Lease, as amended, remain valid and binding obligations of the County.

In connection with a substitution or release, all interests of the Authority, and its assignee, in the portion of the Leased Premises released shall terminate and the Authority and its assignee shall execute and record with the County Recorder of the County of Stanislaus all documents deemed necessary by the County to evidence such termination of interest. Upon receipt of the items described in subparagraphs (a), (b), (c), (d) and (e) above, the Trustee also shall execute a Lease Supplement and shall not impose on the County any further conditions or prerequisites to the requested addition, substitution or release. The County shall cause the Lease Supplement to be recorded in the real property records of the County.

All costs and expenses incurred in connection with such addition, substitution or release shall be borne by the County. No addition, substitution or release under this Section 3.6 shall be, by itself, the basis for any reduction in or abatement of the Lease Payments due from the County hereunder.

**SECTION 3.7 Further Assurances and Corrective Instruments.** The Authority and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Premises hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

**ARTICLE IV**

**AGREEMENT TO LEASE; TERM OF  
LEASE; LEASE PAYMENTS**

**SECTION 4.1 Lease.** The Authority hereby subleases the Site and leases the portion of the Project located on the Site to the County upon the terms and conditions set forth herein.

The leasing by the Authority to the County of the Site described in Exhibit B hereto shall not effect or result in a merger of the County's leasehold estate pursuant to this Lease and its fee estate as lessor under the Site Lease, and the Authority shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term of the Site Lease and the Term of this Lease. As to the Site, this Lease shall be deemed and constitute a sublease.

095593 OCT-92

**SECTION 4.2 Term.** The Term of this Lease shall commence on the Delivery Date for the Certificates and shall end on June 1, 2012, unless extended pursuant to Section 4.3 hereof, or unless terminated prior thereto upon the earliest of any of the following events:

(a) Payment of All Lease Payments. The payment by the County of all Lease Payments required under Section 4.4 hereof and any Additional Payments required under Section 4.11 hereof; or

(b) Prepayment. The optional prepayment of all Lease Payments in accordance with Section 10.3 hereof and the payment of all Additional Payments due through such prepayment date.

**SECTION 4.3 Extension of Lease Term.** The Term of this Lease may be extended up to June 1, 2022 in connection with the execution and delivery of any Additional Certificates. If on the final maturity date of the Certificates or any Additional Certificates all Interest Components and Principal Components represented thereby shall not be fully paid by the County, or if the Lease Payments or Additional Payments hereunder shall have been abated at any time as permitted by the terms hereof, then the Term shall be extended until all Certificates and Additional Certificates shall be fully paid, except that the Term shall in no event be extended beyond June 1, 2032.

**SECTION 4.4 Lease Payments.**

(a) Time and Amount. Subject to the provisions of Section 4.10 (regarding abatement in event of noncompletion of the Project and loss of use of any portion of the Leased Premises) and Article X hereof (regarding prepayment of Lease Payments), the County agrees to pay to the Authority, its successors and assigns, as annual rental for the use and possession of the Leased Premises, the Lease Payments (denominated into Interest Components and Principal Components) to be due and payable in arrears on the fifth Business Day prior to each June 1 and December 1, commencing June 1, 1993 (the "Lease Payment Date"), which are sufficient in both time and amount to pay when due the Principal Components and Interest Components represented by the Certificates and any Additional Certificates, as set forth in Exhibit C hereto. In the event that any Additional Certificates are executed and delivered pursuant to the Trust Agreement, the County and the Trustee shall execute an amendment to Exhibit C to state the Lease Payments due hereunder as a result of the execution and delivery of such Additional Certificates.

095593 OCT-5-92

The obligation of the County to pay Lease Payments shall commence on the Delivery Date for the Certificates; provided, however, that until a Completion Certificate is filed with the Trustee with respect to the portion of the Project being financed with the proceeds of the Certificates, Lease Payments shall be paid only from the proceeds of the sale of the Certificates deposited with the Trustee, any liquidated damages of the type described in Section 4.10(a) hereof deposited to the Lease Payment Fund, amounts on deposit in the Certificate Fund or any other source of legally available funds.

(b) Credits. Any amount held in the Lease Payment Fund or the Interest Account of the Certificate Fund on any Lease Payment Date (other than amounts required for payment of past due Principal Components or Interest Components with respect to any Certificates or Additional Certificates that have matured or been called for redemption and have not been presented for payment or amounts which have been paid with respect to a prior Lease Payment Date but not yet distributed to Owners) shall be credited towards the Lease Payment then due and payable. No payment need be made by the County on any Lease Payment Date if the amounts then held in the Lease Payment Fund and the Interest Account of the Certificate Fund (other than those amounts excluded under the prior sentence) are at least equal to the Lease Payment then required to be paid.

(c) Rate on Overdue Payments. In the event the County should fail to make any Lease Payments required by this Section 4.4, or any portion of any such Lease Payment, the Lease Payment or portion thereof in default shall continue as an obligation of the County until the amount in default shall have been fully paid, and the County agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to each Certificate or Additional Certificate, as applicable, represented by such delinquent Lease Payment.

**SECTION 4.5 No Withholding.** Notwithstanding any dispute between the Authority and the County, other than a dispute arising under Section 4.10 hereof as a result of which the County has concluded that it may not legally pay the Lease Payments in dispute, the County shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

**SECTION 4.6 Fair Rental Value.** The Lease Payments and the Additional Payments (as defined in Section 4.11 hereof) shall be paid by the County in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Leased

Premises during each such period for which said rental is to be paid. The parties hereto have agreed and determined that such total rental to be paid hereunder does not exceed the fair rental value of the Leased Premises during the Term of this Lease. In making such determination, consideration has been given to the fair rental value of the Leased Premises (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Leased Premises and the essential public benefits therefrom which will accrue to the County and the general public.

**SECTION 4.7 Budget and Appropriation.** The County covenants to take such action as may be necessary to include all Lease Payments and Additional Payments due hereunder in each of its proposed annual budgets and its final adopted annual budgets beginning with Fiscal Year 1993-94 through the Term of this Lease and to make the necessary appropriations for such Lease Payments and Additional Payments. The County shall furnish to the Trustee at least 15 days before final adoption of the budget for each Fiscal Year a certificate stating that it has included in the proposed budget all Lease Payments due hereunder in the Fiscal Year covered by such proposed budget and following adoption of the final budget a certificate stating that the Lease Payments were included in the final budget as adopted.

To the extent that the amount of such payment becomes known after the adoption of the annual budget, such amounts shall be included and maintained in such budget as amended. The County covenants to take such action as is necessary to include such amounts in a supplemental budget of the County. The covenants on the part of the County herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of the County to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the County to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the County.

The obligation of the County to pay Lease Payments and Additional Payments hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County, or the State, or any political subdivision thereof, in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the County, the State, or any political subdivision thereof, nor shall anything contained herein constitute a pledge of general revenues, funds or moneys of the County beyond the Fiscal Year for which the County has appropriated funds to pay Lease Payments and Additional Payments hereunder or an obligation of the County for which the County is obligated to levy or pledge any form of taxation or for which the County has levied or pledged any form of taxation.

**SECTION 4.8 Assignment of Lease Payments.** Certain of the Authority's rights under this Lease, including the right to receive and enforce payment of the Lease Payments to be made by the County hereunder, have been assigned to the Trustee, subject to certain exceptions, pursuant to the Assignment Agreement, to which assignment the County hereby consents. The Authority hereby directs the County, and the County hereby agrees, to pay to the Trustee at the Trustee's corporate trust office, or to the Trustee at such other place as the Trustee shall direct in writing, all Lease Payments or Prepayments thereof payable by the County hereunder. The Authority will not assign or pledge the Lease Payments or other amounts derived from the Leased Premises or from its other rights under this Lease except as provided under the terms of this Lease, or its duties and obligations except as provided under the Assignment Agreement and the Trust Agreement.

**SECTION 4.9 Use and Possession.** The total Lease Payments and Additional Payments due in any Fiscal Year shall be for the use and possession of the Leased Premises for such Fiscal Year. During the Term of this Lease, the County shall be entitled to the exclusive use and possession of the Leased Premises, subject only to the Permitted Encumbrances.

**SECTION 4.10 Abatement of Lease Payments and Additional Payments.**

(a) **In the Event of Non-delivery.** Except to the extent that proceeds of the type described below are available, the amount of Lease Payments and Additional Payments due hereunder shall be abated during any period in which by reason of delay in the completion of the Project beyond the completion date specified therefor in Section 3.5 hereof there is substantial interference with the County's use and occupancy of the Project. The amount of such abatement shall be such that the resulting Lease Payments and Additional Payments do not exceed the fair rental value (as determined by an independent real estate appraiser selected by the County, who may not be an employee of the County) for the use and occupancy of the Site and any completed portions of the Project. Such abatement shall continue for the period commencing with the initially scheduled completion date of the Project and ending with the substantial completion of the Project. Notwithstanding the foregoing, the County shall remain obligated to make Lease Payments and Additional Payments hereunder to the extent there are proceeds of any completion or performance bonds or moneys paid to the County by the contractors or any other person as liquidated damages as a result of any defect or delay in completion of the Project or to the extent that amounts in the Reserve Account or the Interest Account of the Certificate Fund representing capitalized interest are available to pay Lease Payments which would otherwise be abated under this Section

095593 OCT-5-92

4.10(a). Any amounts received by the County as liquidated damages shall be deposited by the County immediately upon receipt in the Lease Payment Fund.

(b) In the Event of Damage, Destruction, Condemnation or Title Deficit. Except to the extent that proceeds of the type described in the following paragraph are available, the amount of Lease Payments and Additional Payments shall be abated during any period in which by reason of damage, destruction or taking by eminent domain or condemnation of the Leased Premises or defects in the title with respect to the Leased Premises there is substantial interference with the use and possession of all or a portion of the Leased Premises by the County. The amount of such abatement shall be such that the resulting Lease Payments, exclusive of the amounts described in the following paragraph, do not exceed the fair rental value (as determined by an independent real estate appraiser selected by the County, who is not an employee of the County) for the use and possession of the portion of the Leased Premises not damaged, destroyed, interfered with or taken. Such abatement shall continue for the period commencing with such damage, destruction, interference or taking and ending with the substantial completion of the replacement or work of repair or the removal of the title defect causing such interference with use. Except as provided herein, in the event of any such damage, destruction, interference or taking, this Lease shall continue in full force and effect and the County waives any right to terminate this Lease by virtue of any such damage, destruction, interference or taking.

Notwithstanding a substantial interference with the use and possession of all or a portion of the Site, the County shall remain obligated to make Lease Payments (i) in an amount not to exceed the fair rental value during each Fiscal Year for the portion of the Leased Premises not damaged, destroyed, interfered with or taken, as determined by an independent real estate appraiser selected by the County (who is not an employee of the County); (ii) to the extent that moneys derived from any person as a result of any delay in the reconstruction, replacement or repair of the Leased Premises, or any portion thereof, are available to pay the amount which would otherwise be abated; or (iii) to the extent that moneys are available in the Certificate Fund or the Lease Payment Fund to pay the amount which would otherwise be abated, in which event the Lease Payments shall be payable from such amounts as a special obligation of the County.

**SECTION 4.11 Additional Payments.** In addition to the Lease Payments, the County shall also pay such amounts ("Additional Payments") as shall be required for the payment of all administrative costs of the Authority and the County relating to the Leased Premises, the Certificates and any Additional Certificates, including without limitation all expenses,

095593 OCT-592

assessments, compensation and indemnification of the Trustee payable by the County under the Trust Agreement, any amounts required to be rebated to the federal government in order to comply with the provisions of Section 148 of the Code, taxes of any sort whatsoever payable by the Authority as a result of its lease of the Site or undertaking of the transactions contemplated herein or in the Trust Agreement, fees of auditors, accountants, attorneys or engineers, insurance premiums required by Article V hereof, items required by Section 7.7 hereof and all other necessary administrative costs of the Authority and the County or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Certificates and any Additional Certificates or of the Trust Agreement, or to indemnify the Authority and its officers and directors. All such Additional Payments to be paid hereunder shall be paid when due directly by the County to the respective parties to whom such Additional Payments are owing.

**SECTION 4.12 Net-Net-Net Lease.** This Lease shall be deemed and construed to be a "net-net-net lease" and the County hereby agrees that the Lease Payments shall be an absolute net return to the Authority, free and clear of any expenses, charges, counterclaims or set-offs whatsoever, except as expressly provided herein.

**ARTICLE V**

**INSURANCE**

**SECTION. 5.1 Public Liability and Property Damage.**

(a) **Coverage.** The County shall maintain or cause to be maintained, throughout the Term hereof, a standard comprehensive general public liability and property damage insurance policy or policies in protection of the County, its officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or operation of the Leased Premises.

(b) **Limits.** Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person in each accident or event and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$500,000 for damage to property resulting from each accident or event (subject to a deductible clause of not to exceed \$250,000). Such public liability and property damage insurance may, however, be in the form of a single limit policy covering all such risks in an amount equal to the aggregate minimum liability limits set forth herein.

095593 OCT-592



(c) Joint or Self-Insurance. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the County. Such liability insurance may be maintained by the County in the form of self-insurance which complies with Section 5.6(e) hereof.

(d) Payment of Proceeds. The proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

**SECTION 5.2 Worker's Compensation.** The County shall also maintain worker's compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the Worker's Compensation Insurance and Safety Act now in force in the State; or any act hereafter enacted as an amendment or supplement thereto, or in lieu thereof such insurance, or a part thereof, may be maintained by the County in the form of self-insurance which complies with Section 5.6(e) hereof.

**SECTION 5.3 Hazard Insurance.**

(a) Coverage. The County shall maintain or cause to be maintained, throughout the Term hereof, a policy or policies of insurance against loss or damage to the Leased Premises resulting from fire, lightning, vandalism, malicious mischief and such perils ordinarily defined as "extended coverage", excluding flood and earthquake; provided, however, that a flood and earthquake rider shall be purchased if the County, in its reasonable discretion, determines that such coverage is available from reputable insurers at commercially reasonable rates. Said policy or policies shall be maintained in an amount not less than the full replacement value of the Site, subject to a "deductible clause" not to exceed one hundred thousand dollars (\$100,000) for any one loss or, in the case of a flood and earthquake rider, ten percent (10%) of the coverage obtained. The term "full replacement value" as used in this Section 5.3 shall mean the actual replacement cost of the improvements located on the Site (including the cost of restoring the surface of the Site, but excluding the cost of restoring trees, plants and shrubs).

(b) Joint or Self-Insurance. Such insurance may be maintained as part of or in conjunction with any other insurance carried by the County. The County shall not maintain such insurance in the form of self-insurance.

(c) Payment of Net Proceeds. The Net Proceeds of such insurance shall be applied as provided in Section 6.1(a) hereof.

**SECTION 5.4 Rental Interruption Insurance.**

(a) Coverage and Amount. The County shall maintain or cause to be maintained rental interruption or use and occupancy insurance in an amount not less than the maximum remaining scheduled Lease Payments in any twenty-four month period during the Term hereof, to insure against loss of rental income or use and occupancy of the Leased Premises caused by perils covered by the insurance required to be maintained as provided in Section 5.3 hereof. Such insurance shall be obtained not later than the Delivery Date for the Certificates and shall be increased as required in connection with each issue of Additional Certificates.

(b) Joint Insurance. Such insurance may be maintained as part of or in conjunction with any other rental interruption or use and occupancy insurance carried by the County. The County shall not maintain rental interruption or use and occupancy insurance in the form of self-insurance.

(c) Payment of Proceeds. The proceeds of such rental interruption insurance shall be paid to the Trustee and deposited (1) first in the Reserve Account to make up any deficiencies therein, and (2) then deposited in the Lease Payment Fund, to be held therein and credited towards the payment of the Lease Payments in the order in which such Lease Payments come due and payable.

**SECTION 5.5 Title Insurance.** The County shall obtain and, throughout the Term of this Lease maintain or cause to be maintained, title insurance on the Site, in the form of a CLTA leasehold title policy or an ALTA Owner's/Leasehold Policy with Western Regional Exceptions, in an amount at least equal to the aggregate Principal Component of unpaid Lease Payments, issued by a company of recognized standing duly authorized to issue the same. The title policy or policies shall insure the County's leasehold estate hereunder in the Site, subject only to Permitted Encumbrances. The proceeds of such insurance shall be applied as provided in Section 6.1(a) hereof. The County shall not maintain title insurance in the form of self-insurance.

**SECTION 5.6 General Insurance Provisions.**

(a) Form of Policies. All policies of insurance required to be procured and maintained pursuant to this Lease, other than the worker's compensation insurance and the title insurance specified in Sections 5.2 and 5.5 hereof, respectively, and any statements of self-insurance shall

095593 OCT-592

provide that the County and the Trustee shall receive 30 days' notice of each expiration, or any intended cancellation thereof or reduction of the coverage provided thereby. Insurance required to be procured and maintained pursuant to Section 5.4 hereof (regarding rental interruption insurance) and Section 5.5 hereof (regarding title insurance) shall provide that all proceeds thereunder shall be payable to the Trustee as the insured or loss payee.

(b) Payment of Premiums. The County shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease, and shall promptly furnish or cause to be furnished after such payment to the Trustee a certificate to such effect accompanied by evidence of such payments.

(c) Protection of the Trustee. The Trustee shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the County.

(d) Evidence of Insurance. The County shall deliver certificates to the Trustee on September 1 of each year during the Term of this Lease to the effect that the insurance policies required by this Lease are in full force and effect.

(e) Self-Insurance. Any self-insurance maintained by the County pursuant to Section 5.1(c) or 5.2 hereof shall afford reasonable protection to the Authority, the County and the Trustee. Before the County elects to provide self-insurance hereunder, and on each September 1 thereafter, there shall be filed with the Trustee a certificate of an actuary, independent insurance consultant selected by the County, or other qualified person selected by the County, who may be the County's Risk Manager, stating that, in the opinion of the signer, the method or plan of protection is in accordance with the requirements of this Article, and affords adequate protection to the Authority, the County and the Trustee against loss and damage from the hazards and risks covered thereby, and there shall also be filed with the Trustee a certificate of the County setting forth the details of such substitute method or plan. The Trustee shall be fully protected in relying on the certificate of the independent insurance consultant and shall not be responsible for the review or verification of the certificate of the County describing such method or plan.

095593 OCT-592

The County shall provide adequate reserves to cover the amount of any deductible provisions of the insurance required to be maintained pursuant to Sections 5.1, 5.2, 5.3 and 5.4 hereof.

**SECTION 5.7 Cooperation.** The Authority shall cooperate fully with the County at the expense of the County in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Site or any portion thereof.

## ARTICLE VI

### DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

#### **SECTION 6.1 Application of Net Proceeds.**

(a) Deposit in Insurance and Condemnation Fund. Pursuant to Section 405 of the Trust Agreement, the Trustee shall deposit the Net Proceeds of any insurance required by Section 5.3 hereof and the proceeds of the title insurance required by Section 5.5 hereof in the Insurance and Condemnation Fund promptly upon receipt thereof. The County and/or the Authority shall transfer to the Trustee any other Net Proceeds received by the County and/or Authority in the event of any taking by eminent domain or condemnation with respect to the Leased Premises, for deposit in the Insurance and Condemnation Fund.

(b) Disbursement for Replacement or Repair of the Site. Upon receipt of the certification described in paragraph (1) below and the requisition described in paragraph (2) below, the Trustee shall disburse moneys in the Insurance and Condemnation Fund to the person, firm or corporation named in the requisition as provided in Section 405 of the Trust Agreement.

(1) Certification. An Authorized Representative of the County must provide to the Authority and the Trustee a certificate stating that:

(i) Sufficiency of Net Proceeds. The Net Proceeds available for such purpose, together with any other funds supplied by the County for such purpose, are sufficient to repair or replace the Leased Premises to a use which will have an annual fair rental value not less than the annual Lease Payments and Additional Payments (assuming that the annual Additional Payments due in the future will equal the average annual Additional Payments prior to such date) due hereunder, and

(ii) Timely Completion. In the event that damage, destruction or taking results in an abatement of Lease Payments, such replacement or repair can be fully completed within a period not in excess of the period in which rental interruption insurance proceeds as described in Section 5.4 hereof, together with other legally available funds, will be available to pay in full all Lease Payments coming due during such period.

(2) Requisition. An Authorized Representative of the County must state with respect to each payment to be made (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) the amount to be paid, and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation.

Any balance of the Net Proceeds remaining after such replacement or repair has been completed shall be disbursed as provided in Section 405 of the Trust Agreement.

(c) Disbursement for Prepayment. If an Authorized Representative of the County notifies the Trustee in writing of the County's determination that the certification provided in Section 6.1(b)(1) hereof cannot be made or replacement or repair of any portion of the Leased Premises is not economically feasible or in the best interest of the County, then the County shall deposit with the Trustee an amount which when combined with the Net Proceeds will prepay enough Lease Payments and result in a corresponding redemption of Certificates and Additional Certificates such that the fair rental value of the remaining portion of the Leased Premises is sufficient to pay the Principal Components and Interest Components due with respect to the Certificates and Additional Certificates to remain Outstanding under the Trust Agreement after such Net Proceeds and such deposit by the County are applied to redeem Certificates and Additional Certificates under the Trust Agreement. The Trustee shall promptly transfer the Net Proceeds in respect of such portion to the Redemption Account of the Certificate Fund as provided in Section 405 of the Trust Agreement and apply them to the redemption of the Certificates and Additional Certificates as provided in Section 310(a) of the Trust Agreement and prepayment of Lease Payments as provided in Section 10.2 hereof.

095593 OCT-592

**ARTICLE VII**

**COVENANTS WITH RESPECT TO THE LEASED PREMISES**

**SECTION 7.1 Use of the Leased Premises.** The County represents and warrants that it has an immediate essential need for all of the Leased Premises, which need is not expected to be temporary or to diminish in the foreseeable future.

**SECTION 7.2 Leasehold Interest In the Site.**

(a) **Authority Holds Leasehold Interest During Term.** During the term of the Site Lease, the Authority shall hold a leasehold interest in the Site pursuant to the Site Lease. The County shall take any and all actions reasonably required, including but not limited to executing and filing any and all documents, reasonably required to maintain and evidence the Authority's leasehold interest in the Site at all times during the term of the Site Lease. The execution of this Lease shall not cause a merger of the interests created by the Site Lease and this Lease.

(b) **Leasehold Interest Transferred to County at End of Term.** On the day of the expiration of the Term as provided in Section 4.2 hereof, the Authority's leasehold interest in the Site pursuant to the Site Lease and all right, title and interest of the Authority in the Project shall be transferred to and vest in the County, free and clear of any interest of the Authority or its assigns, without the necessity of any additional document of transfer.

**SECTION 7.3 Option to Prepay Lease Payments.** The County may exercise an option to prepay all or a portion of the Lease Payments in accordance with Article X hereof and, by prepaying Lease Payments in the amounts necessary to cause the termination of the Term as provided in Section 4.2(b) hereof, terminate the Authority's leasehold interest in the Site under the Site Lease and all right, title and interest of the Authority in the Project. If the County elects to prepay a portion of the Lease Payments, it may specify to which Component of the Site such prepayment is applicable.

**SECTION 7.4 Quiet Enjoyment.** Subject only to the Permitted Encumbrances, during the Term of this Lease the Authority shall provide the County with quiet use and enjoyment of the Leased Premises, and the County shall during such Term peaceably and quietly have and hold and enjoy the Leased Premises, without suit, trouble or hindrance from the Authority, or any person or entity claiming under or through the Authority except as expressly set forth in this Lease or the Trust Agreement. The Authority will, at the request of the County,

095593 OCT-592

join in any legal action in which the County asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so. Notwithstanding the foregoing, the Authority shall have the right of access to the Leased Premises as provided in Section 7.6 hereof.

**SECTION 7.5 Installation of County's Personal Property.** The County may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed items of equipment or other personal property in or upon any portion of the Leased Premises. All such items shall remain the sole personal property of the County, regardless of the manner in which the same may be affixed to such portion of the Leased Premises, in which neither the Authority nor the Trustee shall have any interest, and may be modified or removed by the County at any time; provided that the County shall repair and restore any and all damage to such portion of the Leased Premises resulting from the installation, modification or removal of any such items of equipment. Nothing in this Lease shall prevent the County from purchasing items to be installed pursuant to this Section, provided that no lien or security interest attaching to such items shall attach to any part of the Leased Premises.

**SECTION 7.6 Access to the Leased Premises.** The County agrees the Authority, and the Authority's successors and assigns, shall have (1) the right at all reasonable times to enter upon the Leased Premises or any portion thereof to examine and inspect the Leased Premises, and (2) such rights of access to the Leased Premises as may be reasonably necessary to cause the proper maintenance of the Leased Premises in the event of failure by the County to perform its obligations hereunder.

**SECTION 7.7 Maintenance, Utilities, Taxes and Assessments.**

(a) **Maintenance; Repair and Replacement.** Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Premises, all repair and maintenance of the Leased Premises shall be the responsibility of the County, and the County shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Premises resulting from ordinary wear and tear or want of care on the part of the County or any sublessee thereof. The County shall provide or cause to be provided all security service, custodial service, power, gas, telephone, light, heating and water, and all other public utility services for the Leased Premises. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Leased Premises.

(b) Tax and Assessments; Utility Charges. The County shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges of any type or nature charged to the Authority or the County or levied, assessed or charged against any portion of the Leased Premises or the respective interests or estates therein; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The County may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Authority and the Trustee with the opinion of an Independent Counsel to the effect that, by nonpayment of any such items, the interest of the Authority in such portion of the Site will not be materially endangered and that the Site will not be subject to loss or forfeiture. Otherwise, the County shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Authority. The Authority will cooperate fully in such contest, upon the request and at the expense of the County.

**SECTION 7.8 Modification of the Leased Premises.**

(a) Additions, Modifications and Improvements. The County shall, at its own expense, have the right to make additions, modifications and improvements to any portion of the Leased Premises if such additions, modifications or improvements are necessary or beneficial for the use of such portion of the Leased Premises. Such additions, modifications or improvements shall not in any way damage any portion of the Leased Premises or cause it to be used for purposes other than those authorized under the provisions of state and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the Interest Components of the Lease Payments or diminish the fair rental value of the Leased Premises; and the Leased Premises, upon completion of any additions, modifications or improvements made pursuant to this Section, shall be of a value which is not less than the value of the Leased Premises immediately prior to the making of such additions, modifications or improvements.



(b) No Liens. Except for Permitted Encumbrances, the County will not permit any mechanic's or other lien to be established or remain against the Leased Premises for labor or materials furnished in connection with any additions, modifications or improvements made by the County pursuant to this Section; provided that if any such lien is established and the County shall first notify or cause to be notified the Authority of the County's intention to do so, the County may in good faith contest any lien filed or established against the Leased Premises, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Authority and its assigns with full security against any loss or forfeiture which might arise from the nonpayment of any such lien, in form satisfactory to the Trustee as assignee of the Authority. The Authority will cooperate fully in any such contest, upon the request and at the expense of the County.

**SECTION 7.9 Liens.** Except as permitted by this Lease (including without limitation Section 7.8, Section 8.1 or Section 8.2 hereof), the County shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, liens, charges, encumbrances or claims, as applicable, on or with respect to the Leased Premises, other than Permitted Encumbrances and other than the respective rights of the Authority and the County as herein provided. Except as expressly provided in this Article, the County shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time; provided that the County may contest such lien or claim if it desires to do so so long as such contest will not materially, adversely affect the rights of the County to the Leased Premises or the payment of Lease Payments hereunder. The County shall reimburse the Authority and its assigns for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

**SECTION 7.10 Authority's Disclaimer of Warranties.** THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE COUNTY OF THE PROJECT OR ANY PORTION THEREOF. THE COUNTY ACKNOWLEDGES THAT THE AUTHORITY IS NOT A MANUFACTURER OF THE PROJECT OR OF ANY PORTION THEREOF, AND IS NOT A DEALER THEREIN, AND THAT THE COUNTY IS LEASING THE PROJECT AS IS. In no event shall the Authority be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease, the Site Lease,

095593 OCT-592

the Assignment Agreement or the Trust Agreement for the existence, furnishing, functioning or County's use and possession of the Project.

**SECTION 7.11 County's Right to Enforce Warranties of Manufacturers, Vendors or Contractors.** The Authority hereby irrevocably appoints the County its agent and attorney-in-fact during the Term, so long as the County shall not be in default hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations, respecting the Project which the Authority may have against any vendor or contractor, or any agents thereof. The County's sole remedy for the breach of any such warranty, indemnification or representation shall be against the vendor or contractor with respect thereto, and not against the Authority, nor shall such matter have any effect whatsoever on the rights and obligations of the Authority with respect to this Lease, including the right to receive full and timely Lease Payments and to cause the County to make all other payments due hereunder. The County shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights. The Authority shall, upon the County's request and at the County's expense, do all things and take all such actions as the County may request in connection with the assertion of any such claims and rights.

The County expressly acknowledges that neither the Authority nor the Trustee makes, or has made, any representation or warranty whatsoever as to the existence or availability of such warranties of the manufacturer, vendor or contractor with respect to any portion of the Project.

#### ARTICLE VIII

##### ASSIGNMENT, SUBLEASING AND AMENDMENT

**SECTION 8.1 Assignment by the Authority.** Except as provided herein and in the Trust Agreement, the Authority will not assign this Lease, or any right, title or interest of the Authority in and to this Lease, to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in Section 2.2 hereof.

**SECTION 8.2 Assignment and Subleasing by the County.**

(a) **Assignment.** This Lease may not be assigned by the County unless the County receives an opinion of Bond Counsel stating that such assignment does not adversely affect the exclusion from gross income for federal income tax purposes

095593 OCT-592

or the exemption from State personal income taxation of the Interest Components of the Lease Payments. In the event that this Lease is assigned by the County, the obligation to make Lease Payments and Additional Payments and perform the other covenants of the County hereunder shall remain the obligation of the County.

(b) Sublease. The County may sublease any portion of the Leased Premises, with the prior written consent of the Trustee as assignee of the Authority, subject to all of the following conditions:

(i) this Lease and the obligation of the County to make Lease Payments and Additional Payments and perform the other covenants of the County hereunder shall remain obligations of the County;

(ii) the County shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of such sublease; and

(iii) no sublease shall cause the Interest Components of the Lease Payments due with respect to the Leased Premises to become subject to federal income taxes or State personal income taxes.

No consent of the Trustee may be given under this subsection (b) unless the Trustee shall have first received opinions of Independent Counsel with respect to the matters set forth in clause (i) above and the opinion of Bond Counsel with respect to the matters set forth in clause (iii) above.

**SECTION 8.3 Amendments and Modifications**. This Lease may be amended or any of its terms modified in accordance with Article VII of the Trust Agreement, with the written consent of the Trustee, the County and the Authority.

#### ARTICLE IX

#### EVENTS OF DEFAULT AND REMEDIES

**SECTION 9.1 Events of Default Defined**. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the County to pay any Lease Payment or Additional Payments required to be paid hereunder on the date such payments are due hereunder.

095593 OCT-592

(b) Covenant Default. Failure by the County to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto or in the Trust Agreement or in the Site Lease, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Authority, the Trustee or, subject to the provisions of Section 1001 of the Trust Agreement, the Owners of not less than twenty percent (20%) in aggregate principal amount of Certificates and Additional Certificates then Outstanding; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, then no event of default shall have occurred so long as corrective action is instituted by the County within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the County of a case in bankruptcy, or the subjection of any right or interest of the County under this Lease to any execution, garnishment or attachment, or adjudication of the County as a bankrupt, or assignment by the County for the benefit of creditors, or the entry by the County into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the County in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

**SECTION 9.2 Remedies on Default.** Whenever any event of default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Authority, or its assignee, subject to Section 9.7 hereof, to exercise any and all remedies available pursuant to law or granted pursuant to this Lease; provided, however, that notwithstanding anything herein or in the Trust Agreement to the contrary, **THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE LEASE PAYMENTS OR OTHERWISE DECLARE ANY LEASE PAYMENTS NOT THEN DUE OR PAST DUE TO BE IMMEDIATELY DUE AND PAYABLE NOR SHALL THE AUTHORITY OR ITS ASSIGNEE HAVE ANY RIGHT TO REENTER OR RELET THE LEASED PREMISES EXCEPT UNDER THE CIRCUMSTANCES DESCRIBED IN THE FOLLOWING PARAGRAPH.**

So long as any event of default exists hereunder, the Authority, or its assignee, is expressly authorized hereby to enter and re-enter the Leased Premises for the purpose of taking possession of any portion of the Leased Premises and to re-let the Leased Premises and, in addition, at its option, with or without such entry to terminate this Lease. In the event that

the Authority, or its assignee, does not elect to terminate this Lease, the County agrees to and shall remain liable for the payment of Lease Payments and Additional Payments and the performance of all conditions herein contained and shall reimburse the Authority, or its assignee, for any deficiency arising out of the re-letting of the Leased Premises, if any, or, in the event that the Authority, or its assignee, does not re-let the Leased Premises, then, in accordance with Section 1951.4 of the California Civil Code, for the full amount of the Lease Payments and Additional Payments to the end of the Term of this Lease, but said Lease Payments, Additional Payments and/or deficiency shall be payable only at the same time and in the same manner as provided in Sections 4.4 and 4.11, notwithstanding such entry or re-entry by the Authority, or its assignee, or any suit in unlawful detainer, or otherwise, brought by the Authority, or its assignee, for the purpose of effecting such entry or re-entry or obtaining possession of the Leased Premises or the exercise of any other remedy by the Authority or its assignee. The County hereby irrevocably appoints the Authority, or its assignee, as the agent and attorney-in-fact of the County to enter upon and re-let the Leased Premises in the event of default hereunder by the County. The County hereby exempts and agrees to save harmless the Authority and its assignee from any costs, loss or damage whatsoever arising or occasioned by any lawful entry upon and re-letting of the Leased Premises. The County agrees that the terms of this Lease constitute full and sufficient notice of the right of the Authority, or its assignee, to re-let the Leased Premises in the event of a re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Authority, or its assignee, in effecting such re-entry or re-letting shall constitute a surrender or termination of this Lease irrespective of the term for which such re-letting is made, or of the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the County, the right to terminate this Lease shall vest solely in the Authority and its assignees. The County further agrees to reimburse the Authority, and its assignee, for any cost or expense, including attorneys' fees, incurred by the Authority or its assignee in collecting the Lease Payments and Additional Payments hereunder following a default. The County covenants and agrees that no surrender of the Leased Premises by it for the remainder of the Term hereof shall be valid to terminate its obligations hereunder except where the Authority, or its designee, has expressly elected to terminate the Agreement. No surrender or termination of this Lease shall be effected merely by operation of law.

095593 OCT-592

**SECTION 9.3 No Remedy Exclusive.** Subject to the express limitation against a right of reentry as described in Section 9.2 above, no remedy conferred herein upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

**SECTION 9.4 Agreement to Pay Attorneys Fees and Expenses.** In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees and disbursements of such entity's attorneys and such other expenses so incurred by the nondefaulting party.

**SECTION 9.5 No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**SECTION 9.6 Application of the Proceeds Following Default.** All amounts received by the Authority under this Article IX (other than fees and expenses recovered under Section 9.4 above) shall be deposited by the Trustee in the Lease Payment Fund for application in accordance with Section 504 of the Trust Agreement.

**SECTION 9.7 Trustee and Certificate Owners to Exercise Rights.** Such rights and remedies as are given to the Authority under this Article IX have been assigned by the Authority to the Trustee under the Assignment Agreement and the Trust Agreement, to which assignment the County hereby consents. Such rights and remedies shall be exercised by the Trustee, the Certificate Owners and owners of any Additional Certificates as provided in Article V of the Trust Agreement.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

**SECTION 10.1 Security Deposit.** Notwithstanding any other provision of this Lease, the County may, on any date, secure the payment of any unpaid Lease Payment attributable to the Leased Premises as set forth in Exhibit C hereto by an irrevocable deposit by it with the Trustee of cash and/or Federal Securities which are adequate in the opinion of an independent certified public accountant to provide for payment of such unpaid Lease Payment as it becomes due and payable hereunder.

In the event that the County has secured the payment of all unpaid Lease Payments attributable to the Leased Premises, and provided that the County has made arrangements acceptable to the Trustee to pay any Additional Payments due hereunder, all obligations of the County under this Lease, and all security provided by this Lease for said obligations, shall cease and terminate, excepting only the obligation of the County to make, or cause to be made, Lease Payments from such deposit. Said deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease. The Authority shall execute and deliver such further instruments and take such further action as may reasonably be requested by the County for carrying out the leasehold interest transfer for which a security deposit is made hereunder.

**SECTION 10.2 Mandatory Prepayment From Net Proceeds.** The County shall be obligated to prepay the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds theretofore transferred to the Redemption Account pursuant to Section 405 of the Trust Agreement. The County and the Authority hereby agree that such proceeds shall be credited towards the County's obligations hereunder such that approximately equal annual Lease Payments will prevail with respect to the Leased Premises following such prepayment and the Lease Payments with respect to the Component or Components from which such Net Proceeds were delivered will be reduced accordingly.

**SECTION 10.3 Optional Prepayment.** Subject to the terms and conditions of this Section, the Authority hereby grants an option to the County to prepay in whole or in part the Principal Components of Lease Payments relating to the Leased Premises, to the extent, on the dates and at the prepayment prices provided in Section 310(c) of the Trust Agreement as such Section 310(c) may be amended from time to time with respect to Additional Certificates. The County shall execute said option by giving written notice to the Trustee thereof at least 45 days (or such

095593 OCT-5 92

shorter period as approved by the Trustee) prior to the date of redemption of Certificates and Additional Certificates from such prepayment and depositing with said notice cash in the minimum amount of (1) accrued interest on the Principal Component of Lease Payments to be prepaid to the date of redemption of Certificates and Additional Certificates with the proceeds of such prepayment, plus (2) the Principal Component of any Lease Payments to be prepaid, plus (3) the applicable prepayment premium described in such Section 310(c) of the Trust Agreement as such Section 310(c) may be amended from time to time with respect to Additional Certificates.

**SECTION 10.4 Sinking Fund Redemption.** The County and the Authority acknowledge that the Term Certificates are subject to mandatory redemption from the Principal Components of Lease Payments on the dates, at the times and in the amounts provided in Section 310(b) of the Trust Agreement.

**SECTION 10.5 Credit for Amounts on Deposit.** In the event of prepayment of the Lease Payments in full under this Article X and the payment of all due and payable Additional Payments, such that the Trust Agreement shall be discharged by its terms as a result of such prepayment, all amounts then on deposit in the Lease Payment Fund and the Certificate Fund shall be credited toward the amounts then required to be so prepaid.

**SECTION 10.6 Effect of Prepayment.**

(a) **In Whole.** In the event that the County prepays all remaining Lease Payments pursuant to Section 10.3 or Section 10.2 hereof and has paid all Additional Payments due hereunder, the County's obligations under this Lease shall thereupon cease and terminate, including but not limited to the County's obligation to continue to pay Lease Payments hereunder.

(b) **In Part.** In the event the County prepays less than all of the remaining Principal Component of the Lease Payments pursuant to Section 10.2 or 10.3 hereof, the amount of such prepayment shall be applied to reduce the Principal Component of the remaining Lease Payments corresponding to the resulting prepayment of the Principal Component with respect to the Certificates and the Additional Certificates.

095593 OCT-592



**ARTICLE XI**

**MISCELLANEOUS**

**SECTION 11.1 Notices.** All notices, certificates or other communications hereunder to the Authority and County shall be sufficiently given and shall be deemed to have been received five business days after deposit in the United States mail in certified form, postage prepaid, to the parties listed below, as the case may be, at the following addresses provided in Section 14.04 of the Trust Agreement:

- If to the County:** County of Stanislaus  
1100 "H" Street  
Modesto, California 95354  
Attention: County Administrator  
(209) 525-6376  
Telecopier: (209) 544-6226
- If to the Authority:** Stanislaus County Capital Improvements  
Financing Authority  
c/o County of Stanislaus  
1100 "H" Street  
Modesto, California 95354  
Attention: County Administrator  
(209) 525-6376  
Telecopier: (209) 544-6226
- If to the Trustee:** Bank of America National Trust and  
Savings Association  
55 Hawthorne Street  
San Francisco, California 94105  
Attention: Corporate Trust  
Administration 9510  
(415) 624-1629  
Telecopier: (415) 624-2550
- If to Moody's:** Moody's Investors Service  
99 Church Street  
New York, New York 10007  
Attention:  
(212) 553-7736  
Telecopier: (212) 553-4917
- If to Standard & Poors:** Standard & Poor's Corporation  
25 Broadway  
New York, New York 10004  
Attention:  
(212) 208-1779  
Telecopier: (212) 412-0506

095593 OCT-5-92

If to Insurer:           **AMBAC Indemnity Corporation**  
                                  **One State Street Plaza, 17th Floor**  
                                  **New York, New York 10004**  
                                  **Attn: Janine Feudi**  
                                  **Telecopier: (212) 509-9190**

Notices to the Trustee shall be given initially either telephonically or by written telecommunication and shall then be confirmed in writing delivered by registered or certified mail, return receipt requested. The Authority, the County, Moody's, Standard & Poor's and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**SECTION 11.2 Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon the Authority and the County and their respective successors and assigns.

**SECTION 11.3 Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 11.4 Execution in Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 11.5 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**SECTION 11.6 Captions.** The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

095593 OCT-5 92

IN WITNESS WHEREOF, the Authority has caused this Lease to be executed in its name by its duly authorized officers, and the County has caused this Lease to be executed in its name by its duly authorized officers, as of the date first above written.

STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING  
AUTHORITY, as Lessor

By: Bob Paul  
Its: Chairperson

ATTEST:

Christine D. Ferraro  
Secretary

COUNTY OF STANISLAUS, as Lessee

By: Art P. Beltrami  
Its: Chief Administrative  
Officer

ATTEST:

Christine D. Ferraro  
Clerk of the Board of  
Supervisors

095593 OCT-892

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed under the foregoing to the County of Stanislaus, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of Stanislaus County, pursuant to authority conferred by resolution of the said Board of Supervisors adopted on August 25, 1992, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: October 1, 1992

COUNTY OF STANISLAUS

By: A. P. Beltrami  
Its: Chief Administrative  
Officer

095593 OCT-5-92

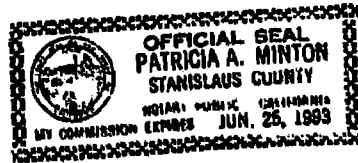
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF STANISLAUS )

On this 29 day of September, 1992, before me,  
PATRICIA A. MINTON, a Notary Public, State of  
California duly commissioned and sworn, personally appeared  
PAT PAUL, personally known to me (or proved to me on the basis  
of satisfactory evidence) to be the person who executed the  
within instrument as CHAIRPERSON, on behalf of the Stanislaus  
County Capital Improvements Financing Authority, and  
acknowledged to me that such Authority executed the within  
instrument pursuant to its bylaws or a resolution of its Board  
of Directors.

WITNESS my hand and official seal.

Patricia A. Minton  
Notary Public  
State of California

(SEAL)



095593 OCT-5 92

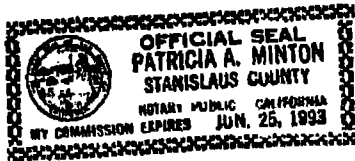
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF STANISLAUS )

On this 29 day of September, 1992, before me,  
PATRICIA A. MINTON, a Notary Public, State of  
California duly commissioned and sworn, personally appeared  
CHRISTINE D. FERRARO, personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person who  
executed the within instrument as SECRETARY, on behalf of the  
Stanislaus County Capital Improvements Financing Authority, and  
acknowledged to me that such Authority executed the within  
instrument pursuant to its bylaws or a resolution of its Board  
of Directors.

WITNESS my hand and official seal.

Patricia A. Minton  
Notary Public  
State of California

(SEAL)



095593 OCT-5-92

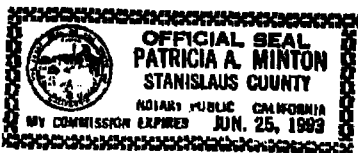
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF STANISLAUS )

On this 29 day of September, 1992, before me,  
PATRICIA A. MINTON, a Notary Public, State of  
California duly commissioned and sworn, personally appeared  
ALBERT P. BELTRAMI, personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person who  
executed the within instrument as CHIEF ADMINISTRATIVE OFFICER  
on behalf of the County of Stanislaus, a political subdivision,  
and acknowledged to me that the political subdivision executed  
the same.

WITNESS my hand and official seal.

*Patricia A. Minton*  
\_\_\_\_\_  
Notary Public  
State of California

(SEAL)



095593 OCT-592

STATE OF CALIFORNIA )  
 )  
COUNTY OF STANISLAUS ) SS.

On this 29 day of September, 1992, before me,  
PATRICIA A. MINTON, a Notary Public, State of  
California duly commissioned and sworn, personally appeared  
CHRISTINE D. FERRARO, personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person who  
executed the within instrument as CLERK of the Board of  
Supervisors of the County of Stanislaus, a political  
subdivision, and acknowledged to me that the political  
subdivision executed the same.

WITNESS my hand and official seal.

Patricia A. Minton  
Notary Public  
State of California

(SEAL)



095593 OCT-5-92



**EXHIBIT A**

**DESCRIPTION OF THE PROJECT**

The following project are expected to be financed with proceeds of the Certificates:

A support services building of approximately 36,854 square feet consisting of kitchen, laundry, housekeeping and commissary services and storage space for the County Jail facility located adjacent to the Site.

095593 OCT-5-92

**EXHIBIT B**

**DESCRIPTION OF THE SITE**

PARCEL NO. 3 AS PER MAP FILED SEPTEMBER 25, 1992 IN BOOK 45 OF  
PARCEL MAPS, AT PAGE 36 STANISLAUS COUNTY RECORDS.

TOGETHER WITH THAT CERTAIN 50 FEET WIDE ACCESS EASEMENT FROM  
THE NORTHWEST CORNER OF PARCEL NO. 3 ABOVE REFERRED TO ACROSS  
PARCEL ON. 1 OF SAID MAPS NORTHERLY TO HACKETT ROAD AS SHOWN IN  
THE ABOVE REFERRED TO PARCEL MAP.

095593 OCT-5-92

**EXHIBIT C**  
**SCHEDULE OF LEASE PAYMENTS**

<u>LEASE PAYMENT DATE</u> (five Business Days before each of the following dates)	<u>PRINCIPAL COMPONENT</u>	<u>INTEREST COMPONENT</u>	<u>PERIOD TOTAL</u>	<u>FISCAL TOTAL</u>
06/01/93		\$ 407,827.56	\$ 407,827.56	\$ 407,827.56
12/01/93		286,753.75	286,753.75	
06/01/94		286,753.75	286,753.75	573,507.50
12/01/94		286,753.75	286,753.75	
06/01/95	\$ 355,000.00	286,753.75	641,753.75	928,507.50
12/01/95		279,653.75	279,653.75	
06/01/96	370,000.00	279,653.75	649,653.75	929,307.50
12/01/96		271,698.75	271,698.75	
06/01/97	385,000.00	271,698.75	656,698.75	928,397.50
12/01/97		262,795.63	262,795.63	
06/01/98	405,000.00	262,795.63	667,795.63	930,591.25
12/01/98		253,176.88	253,176.88	
06/01/99	425,000.00	253,176.88	678,176.88	931,353.75
12/01/99		242,339.38	242,339.38	
06/01/00	445,000.00	242,339.38	687,339.38	929,678.75
12/01/00		230,769.38	230,769.38	
06/01/01	465,000.00	230,769.38	695,769.38	926,538.75
12/01/01		218,272.50	218,272.50	
06/01/02	490,000.00	218,272.50	708,272.50	926,545.00
12/01/02		204,797.50	204,797.50	
06/01/03	520,000.00	204,797.50	724,797.50	929,595.00
12/01/03		190,237.50	190,237.50	
06/01/04	550,000.00	190,237.50	740,237.50	930,475.00
12/01/04		174,425.00	174,425.00	
06/01/05	580,000.00	174,425.00	754,425.00	928,850.00
12/01/05		157,387.50	157,387.50	
06/01/06	615,000.00	157,387.50	772,387.50	929,775.00
12/01/06		138,937.50	138,937.50	
06/01/07	650,000.00	138,937.50	788,937.50	927,875.00
12/01/07		119,437.50	119,437.50	
06/01/08	690,000.00	119,437.50	809,437.50	928,875.00
12/01/08		98,306.25	98,306.25	
06/01/09	735,000.00	98,306.25	833,306.25	931,612.50
12/01/09		75,796.88	75,796.88	
06/01/10	775,000.00	75,796.88	850,796.88	926,593.75
12/01/10		52,062.50	52,062.50	
06/01/11	825,000.00	52,062.50	877,062.50	929,125.00
12/01/11		26,796.88	26,796.88	
06/01/12	<u>875,000.00</u>	<u>26,796.88</u>	<u>901,796.88</u>	<u>928,593.75</u>
<b>TOTALS:</b>	<u><u>\$10,155,000.00</u></u>	<u><u>\$7,548,625.06</u></u>	<u><u>\$17,703,625.06</u></u>	<u><u>\$17,703,625.06</u></u>

095593 OCT-5-92

**EXHIBIT D**  
**LEASE SUPPLEMENT**

There is hereby subjected to the terms of that certain Lease Agreement (the "Lease"), dated as of September 1, 1992, between the Stanislaus County Capital Improvements Financing Authority (the "Authority") and the County of Stanislaus, California (the "County") the following real property [and improvements, if applicable] (the "Substituted Property") which shall hereafter comprise the Leased Premises, as defined therein:

**Description of Substituted Property:**

**Certification**

I, the Authorized Representative of the County, hereby certify that:

- (1) the useful life of the Substituted Property at least equals the remaining Term of the Lease; and
- (2) the fair rental value of the Substituted Property is such that no reduction of Lease Payments will occur upon the delivery of the Substituted Property and the portion of the Lease Payments and Additional Payments attributable to the Substituted Property does not exceed the fair rental value for the Substituted Property; and
- (3) the Substituted Property will be used by the County for authorized public purposes, can be leased under the provisions of the Lease and the Permitted Encumbrances thereon will not materially impair the County's use of the Leased Premises;
- (4) the County will cause Exhibit B to the Lease and Exhibit A to the Site Lease and the Assignment Agreement (each as defined in the Lease) to be amended to reflect the Substituted Property and will have such amendments recorded for the Substituted Property and the previous Leased Premises in the County of Stanislaus recorder's office;
- (5) all of the documents required to be delivered under Section 3.6 of the Lease in connection with the provision of the Substituted Property have been delivered. The undersigned hereby certifies that it has received copies of the documents required pursuant to Section 3.6 of the Lease; and

095593 OCT-5-92

(6) the Leased Premises now consists of the Substituted Property set forth in Exhibit 1 hereto and Exhibit B to the Lease is hereby deemed to be deleted in its entirety and replaced by Exhibit 1 hereto, and the schedule of Lease Payments is set forth in Exhibit 2 hereto and Exhibit C to the Lease is hereby deemed to be amended to incorporate the schedule of Lease Payments set forth in Exhibit 2 hereto.

095593 OCT-592

I, the Authorized Representative of the County, hereby certify that the Substituted Property will be leased to the Authority free and clear of all liens or claims of others, except for the lien of the Trust Agreement referred to in the Lease and the rights of the County under the Lease, and that the Authority will not encumber title to the Substituted Property while the Certificates and Additional Certificates remain outstanding.

COUNTY OF STANISLAUS, as Lessee

By \_\_\_\_\_  
Title

The Undersigned Acknowledges Receipt of this Supplement:

\_\_\_\_\_  
as assignee of the Lessor

By \_\_\_\_\_  
Title

095593 OCT-5-92

EXHIBIT D-3

**EXHIBIT 1**

**DESCRIPTION OF SUBSTITUTED PROPERTY**

**095593 OCT-5-92**

**EXHIBIT D-4**



Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2012-0023694-00**

Thursday, MAR 15, 2012 15:57:35  
Ttl Pd \$0.00 Rcpt # 0003184293  
BOT/R2/1-7

**RECORDING REQUESTED BY**  
County of Stanislaus  
**AND WHEN RECORDED MAIL TO:**  
Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660-6441  
Attn: Robert J. Whalen, Esq.

)  
)

[Space above for Recorder's use.]

This document is recorded for the benefit of the County of Stanislaus,  
and the recording is fee-exempt under Section 27383 of the California  
Government Code.

**TERMINATION OF LEASE AGREEMENT**

**by and between**

**STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY**

**and**

**COUNTY OF STANISLAUS**

**RELATING TO SERIES B OF 1997 CERTIFICATES**

**Dated as of March 7, 2012**

1  
AT



## TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (this "Agreement") is dated as of March 7, 2012 and effective as of the date of recordation hereof, by and between the Stanislaus County Capital Improvements Financing Authority, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority") and County of Stanislaus, a political subdivision of the State of California duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "County").

### *RECITALS:*

A. WHEREAS, the Authority and County of Stanislaus (the "County") entered into that certain Site Lease, dated as of September 1, 1992, recorded on October 5, 1992 in the official records of the County as Document No. 095592, as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997, recorded on December 15, 1997 in the official records of the County as Document No. 97-0102298-00, and by Amendment No. 2 to Site Lease, dated as of July 1, 2008, as recorded in the official records of the County on July 2, 2008 as Document No. 2008-0071925-00 (collectively, the "Site Lease"), pursuant to which the County leased the property described in Exhibit A hereto (the "Property") to the Authority.

B. WHEREAS, the Property was leased back to the County pursuant to that certain Lease Agreement, dated as of September 1, 1992 (the "Original Lease"), and recorded in the official records of the County on October 5, 1992 as Document No. 095593, as amended by Amendment No. 1 to Lease Agreement, dated as of December 1, 1997, and recorded in the official records of the County on December 15, 1997 as Document No. 97-0102299-00 and by Amendment No. 2 to Lease Agreement, dated as of July 1, 2008, and recorded in the official records of the County on July 2, 2008 as Document No. 2008-0071926-00 (collectively, the "Lease").

C. WHEREAS, the Authority assigned its interest in the Site Lease and the Lease Agreement to the Trustee pursuant to that certain Assignment Agreement, dated as of September 1, 1992 and recorded in the official records of the County on October 5, 1992 as Document No. 095594, as amended by Amendment No. 1 to the Assignment Agreement, dated as of December 1, 1997 and recorded in the official records of the County on December 15, 1997 as Document No. 97-0102300-00 and by Amendment No. 2 to the Assignment Agreement, dated as of July 1, 2008 and recorded in the official records of the County on July 2, 2008 as Document No. 2008-0071927-00 (collectively, the "Assignment Agreement").

D. WHEREAS, the Site Lease, the Lease and the Assignment Agreement were entered into with respect to the execution and delivery of the Refunding Certificates of Participation Series B of 1997 (the "Certificates") which were executed and delivered pursuant to that certain Trust Agreement dated as of September 1, 1992 and the Supplemental Trust Agreement dated as of December 1, 1997, each by and among the County, the Authority and the Trustee.

E. WHEREAS, the Lease Agreement has terminated and been discharged in accordance with its terms.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Termination of Lease Agreement. The Authority and the County hereby acknowledge and agree that the Lease Agreement has been terminated and discharged and is of no further force or effect and neither the Authority nor the Trustee has any further interest in the Property.

2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement. The signature and acknowledgment pages from each counterpart may be removed and attached to a single document in order to create one original instrument.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, this Termination of Lease Agreement has been executed by each party's respective duly authorized officers, as of the date first above written.

STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING AUTHORITY, as  
lessor

By: William O'Brien  
Its: Chair

William O'Brien

COUNTY OF STANISLAUS, as lessee

By: Monica Nino  
Its: Chief Executive Officer

Monica Nino

STATE OF CALIFORNIA

)

) ss.

COUNTY OF STANISLAUS

)

On MARCH 7, 2012 before me, THERESA A. GUNTER, Notary Public, personally appeared MONICA NIND, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



*T.A.G.*

SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA

)

) ss.

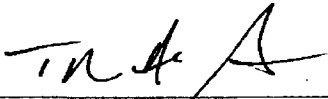
COUNTY OF STANISLAUS

)

On MARCH 7, 2012 before me, THERESA A. GUNTER, Notary Public, personally appeared WILLIAM O'BRIEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



SIGNATURE OF NOTARY PUBLIC



**EXHIBIT A**

**LEGAL DESCRIPTION**

All that certain real property situated in the County of Stanislaus, State of California, described as follows:

PARCELS C AND D AS SHOWN ON THAT PARCEL MAP FILED JUNE 1, 1995 IN BOOK 47 OF PARCEL MAPS, PAGE 24, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM 50% OF ALL OIL, GAS AND MINERALS AS RESERVED IN THE DEED FROM LAWRENCE A. PAXTON, RECORDED APRIL 11, 1963 IN VOLUME 1846, AT PAGE 442, OF OFFICIAL RECORDS.

APN: 086-015-014

RECORDING REQUESTED BY  
J. FRANCIS SPELMAN

TO WHOM RECORDING MAIL TO

J. Francis Spelman  
8069 E. Florence Avenue  
Downey, California 90240

OFFICE RECORDS STATE  
OF CALIFORNIA  
STEVE R. NELSON  
RECORDER  
BY  
ASST. RECORDER

BOOK 2829 PAGE 586

400

12761 SEP 8 '76

SPACE ABOVE THIS LINE FOR RECORDERS USE

# Affidavit—Death of Joint Tenant

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

STATE OF CALIFORNIA  
County of Los Angeles

HOPE J. PAXTON

I, legal age, being first duly sworn, depose and say:

That Lawrence A. Paxton the decedent mentioned in the attached certified copy of Certificate of Death is the same person as Lawrence A. Paxton Grant Deed dated June 14, 1973 executed by Lawrence A. Paxton as joint tenant provided in Instrument No. 1965 dated July 16, 1973 in book 2567 page 01 of Official Records of Stanislaus County California covering the following described property situated in the County of Stanislaus State of California

12761 SEP 8 '76

Fifty per cent (50%) of the mineral rights in and to the following described real property:  
PARCEL NO. 1: All that portion of the Northwest quarter of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base & Meridian, described as: BEGINNING at a point 26.65 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21, said Township & Range, thence along East line of County Road North 0°25' West 12.76 chains, more or less, to the North line of the Southwest quarter of Section 16, thence East along the North line of said Southwest quarter, 20 chains, more or less, to quarter line in Southwest quarter of said Section 16, running North and South; thence South along said line 12.943 chains, more or less, to center line of ditch; thence South 87°33' West 19.73 chains along center line of ditch to point of beginning.  
PARCEL NO. 2: All that portion of the West half of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base & Meridian, described as: BEGINNING at a point 13.89 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21, in said Township & Range, thence along the East side of the County Road North 0°25' West 12.76 chains to the center of a ditch; thence along the center of said ditch North 87°33' East 19.73 chains; thence South 0°23' East 11.19 chains to the center of a ditch; thence along the center of said ditch South 89°23' West 19.20 chains to the point of beginning.

That the value of all real and personal property owned by said decedent at the date of death including the full value of the property above described does not exceed the sum of \$ 11,000.00

Dated August 31, 1976

Hope J. Paxton  
HOPE J. PAXTON

SUBSCRIBED AND SWORN TO before me

this 31st day of August

Signature J. Francis Spelman  
J. FRANCIS SPELMAN  
Name (Typed or Printed)

Title Order No.

Payor or Loan No.

**CERTIFICATE OF DEATH**

BOOK 2829 PAGE 587

STATE OF CALIFORNIA - DEPARTMENT OF HEALTH  
OFFICE OF THE STATE REGISTRAR OF VITAL STATISTICS

LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER

1. NAME OF DECEASED - PRINT NAME <b>LAWRENCE</b>		10. LAST NAME <b>PAXTON</b>		21. DATE OF DEATH - MONTH DAY YEAR <b>March 5, 1976</b>		22. HOUR <b>6:45 A.</b>	
2. SEX <b>Male</b>		4. COLOR OR RACE <b>Caucasian</b>		5. BIRTHPLACE <b>Missouri</b>		6. DATE OF BIRTH <b>Aug. 25, 1896</b>	
7. NAME AND BIRTHPLACE OF FATHER <b>Unknown Unknown</b>		8. MAIDEN NAME AND BIRTHPLACE OF MOTHER <b>Mary Clinton - Unknown</b>		9. MARRIAGE - WHEN MARRIED, HOW LONG <b>Married</b>		13. NAME OF SURVIVING SPOUSE - IF WIFE, MARRIAGE NAME <b>Hope Paxton</b>	
14. LAST OCCUPATION <b>Horseman</b>		15. NUMBER OF YEARS IN LAST OCCUPATION <b>32</b>		16. NAME OF LAST EMPLOYING COMPANY OR FIRM <b>Self-Employed</b>		17. KIND OF INDUSTRY OR BUSINESS <b>Horseman</b>	
18. PLACE OF DEATH - NAME OF HOSPITAL OR OTHER INSTITUTION <b>Dowley Community Hospital</b>		19. STREET ADDRESS - STREET AND NUMBER OR LOCATION <b>11500 So. Brookshire Ave.</b>		20. NAME AND MAILING ADDRESS OF INFORMANT <b>Hope Paxton (Wife)</b>		23. DATE SIGNED <b>3-5-76</b>	
24. CITY OR TOWN <b>Downey</b>		25. COUNTY <b>Los Angeles</b>		26. STATE <b>California</b>		27. ZIP CODE <b>90240</b>	
28. USUAL RESIDENCE - STREET ADDRESS - STREET AND NUMBER OR LOCATION <b>9536 So. Brock Avenue</b>		29. CITY OR TOWN <b>Downey</b>		30. COUNTY <b>Los Angeles</b>		31. STATE <b>California</b>	
32. NAME OF FUNERAL HOME OR PERSON ACTING AS SUCH <b>Utter McKinley Downey</b>		33. ADDRESS <b>6830 Lakewood Boulevard</b>		34. CITY OR TOWN <b>Downey</b>		35. COUNTY <b>Los Angeles</b>	
36. NAME OF CEMETERY OR CREMATORY <b>Angels Abbey Crematory</b>		37. ADDRESS <b>Campton, California</b>		38. CITY OR TOWN <b>Campton</b>		39. STATE <b>California</b>	
40. NAME OF PHYSICIAN <b>James H. Surgenor</b>		41. ADDRESS <b>1234 Main St. Downey, CA 90240</b>		42. CITY OR TOWN <b>Downey</b>		43. COUNTY <b>Los Angeles</b>	
44. DATE SIGNED <b>3/4/76</b>		45. SIGNATURE <i>[Signature]</i>		46. TITLE <b>Physician</b>		47. APPROVAL STATE HEALTH DEPARTMENT <b>NO</b>	
48. CAUSE OF DEATH <b>Cardiac arrest</b>		49. MANNER OF DEATH <b>Accidental</b>		50. ICD-9 CODE <b>A51.0</b>		51. OTHER SIGNIFICANT CONDITIONS <b>Coronary artery disease</b>	
52. INJURY INFORMATION		53. STAFF REGISTER		54. APPROVAL LOCAL REGISTRAR <b>NO</b>		55. APPROVAL STATE REGISTRAR <b>NO</b>	

12761 SEP 8-76



095592 OCT-5 92

Recording Requested By and  
When Recorded Mail To:

Stradling, Yocca, Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660  
Attention: Robert J. Whalen, Esq.

RECORDED AT 1:30 BY

FIRST AMERICAN  
TITLE CO.

OFFICIAL RECORDS  
STANISLAUS CO. CALIF.  
KAREN MATHEWS, RECORDER

*No fee*

This document is recorded for the benefit of the County of Stanislaus, and the recording is fee-exempt under Section 27383 of the Government Code.

**SITE LEASE**

between

**COUNTY OF STANISLAUS**

and

**STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY**

Dated as of September 1, 1992

**Relating to the 1992 Series B Certificates of Participation**

095592 OCT-5 92

**SITE LEASE**

This Site Lease is made and entered into as of September 1, 1992, by and between the COUNTY OF STANISLAUS, a political subdivision of the State of California (the "State") duly organized and existing under and by virtue of the laws of the State, as lessor (the "County"), and the STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State, as lessee (the "Authority").

**W I T N E S S E T H :**

WHEREAS, the County has entered into this Site Lease (the "Site Lease") with the Authority for the purpose of leasing the real property described in Exhibit A hereto as such Exhibit A may be amended and supplemented from time to time (the "Site"), to the Authority, as lessee hereunder; and

WHEREAS, the County intends to lease the Leased Premises from the Authority, pursuant to the terms of that certain Lease Agreement, dated the date hereof, between the Authority and the County (the "Lease") in order to obtain funds to finance certain public improvements described in the Lease (the "Project"); and

WHEREAS, by resolution of the Board of Supervisors of the County, the County has agreed to execute this Site Lease and to deliver it upon performance and compliance by the Authority of all terms or conditions of this contract to be performed concurrently herewith, including without limitation, the delivery of certain certificates of participation (the "Certificates") and Additional Certificates, if any, executed and delivered on the Delivery Date therefor pursuant to that certain Trust Agreement, dated as of the date hereof (as amended and supplemented from time to time, the "Trust Agreement"), among the Authority, the County and Bank of America National Trust and Savings Association, as trustee (the "Trustee");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, it is hereby mutually agreed as follows:

095592 OCT-592

**SECTION 1. Definitions.** Unless the context otherwise requires, the capitalized terms herein which are not defined herein shall have the meanings specified in the Trust Agreement.

**SECTION 2. Lease of the Site; Substitution.** The County hereby leases to the Authority and the Authority hereby leases from the County the Site, on the terms and conditions hereinafter set forth.

The County reserves the right at any time to substitute other real property and improvements for the real property described in Exhibit A hereto, upon compliance with the provisions of Section 3.6 of the Lease. In the event of such substitution, the parties hereto agree to execute the appropriate documents evidencing the termination of the Authority's right hereunder in the prior Site or any portion thereof and its acceptance of an interest in the new Site, such documents to include the replacement of Exhibit A hereto with a new Exhibit A accurately describing the substitute real property and any improvements thereon.

**SECTION 3. Term.** The term of this Site Lease shall commence as of the Delivery Date for the Certificates and shall remain in effect until the earlier of June 1, 2012 or the date of expiration of the Lease as provided for by Section 4.2 thereof, unless such term is sooner terminated as hereinafter provided, however, if the term of the Lease is extended pursuant to Section 4.3 of the Lease, the term of this Site Lease shall also be extended, except that the term of this Site Lease shall in no event extend beyond June 1, 2032.

**SECTION 4. Rental.** The Authority, or any assignee or successor in interest of the Authority under this Site Lease, shall pay upon execution and delivery of this Site Lease to the County as and for rental hereunder, the sum of \$1.00 and upon the Delivery Date for each issue of Additional Certificates shall pay as additional rental due hereunder an amount equal to the net proceeds from the sale of such Additional Certificates. The Authority shall pay such rental to the Trustee for deposit in the Project Fund for disbursement in accordance with Section 401 of the Trust Agreement, and in the case of any Additional Certificates for disbursement as provided in a supplement to the Trust Agreement. As additional consideration for the leasing of the Site to it, the Authority shall execute and deliver the Lease and the Trust Agreement and any amendments thereto required in connection with the execution and delivery of Additional Certificates and shall perform its obligations thereunder. The Authority hereby waives any right that it may have under the laws of the State of California to receive a rebate of any rent paid hereunder in

095592 OCT-592

full or in part in the event there is a substantial interference with the use and right of possession by the Authority or its sublessee of the Site or any portion thereof as a result of material damage, destruction or condemnation.

**SECTION 5. Purpose.** The Authority shall acquire and construct the Project on the Site, which together constitute the Leased Premises, and lease back to the County the Leased Premises pursuant to the Lease for the purposes described in the Lease and for such purposes as may be incidental thereto.

**SECTION 6. Representations, Warranties and Covenants.** The County represents and warrants that it is the owner in fee of the Site. The Authority covenants that it shall not encumber the Site except for Permitted Encumbrances (as such term is defined in the Lease).

**SECTION 7. Assignments.** The County acknowledges and affirms the assignment by the Authority of its right, title and interest in and to this Site Lease to the Trustee, under the terms of the Assignment Agreement dated as of the date hereof, between the Authority and the Trustee, for the benefit of the Owners of the Certificates and the Owners of any Additional Certificates. No other assignment of any rights hereunder shall be permitted without the consent of the County and the Trustee.

**SECTION 8. Actions on Termination.** The Authority agrees, upon the termination of this Site Lease, to quit and surrender the Site in the same good order and condition as it was in at the time the real property then constituting the Site became subject to this Site Lease, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and all interest therein shall vest in the County free and clear of any interest of the Authority.

**SECTION 9. Quiet Enjoyment.** The Authority at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Site, subject only to Permitted Encumbrances (as such term is defined in the Lease).

**SECTION 10. Default.** In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following written notice to and demand for correction thereof by the County, the County may exercise any and all remedies granted by law which do not adversely affect the interests of the Owners of the

Certificates and the owners of any Additional Certificates, with the prior consent of the Trustee; provided that the County may not terminate this Site Lease and shall exercise only remedies providing for specific performance hereunder.

**SECTION 11. Taxes.** The County covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site.

**SECTION 12. Eminent Domain.** In the event the whole or any part of the Site is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of unpaid Lease Payments and Additional Payments due the Authority under the Lease.

**SECTION 13. Partial invalidity.** If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 14. Applicable Law.** This Site Lease shall be governed by and construed in accordance with the laws of the State.

**SECTION 15. Representatives.** Whenever under the provisions of this Site Lease the approval of the Authority or the County is required, or the Authority or the County is required to take some action at the request of the other, such approval or such request shall be given for the Authority by an Authorized Representative of the Authority and for the County by an Authorized Representative of the County and any party hereto shall be authorized to rely upon any such approval or request.

**SECTION 16. Notices.** All notices or other communications hereunder shall be sufficiently given and shall be deemed to have been received five days after deposit in the United States mail in registered or certified form, postage prepaid:

If to the County:

County of Stanislaus  
1100 "H" Street  
Modesto, California 95354  
Attention: Chief Administrative  
Officer

10/01/92  
1948Q/2749-03

If to the Authority: Stanislaus County Capital  
Improvements Financing Authority  
c/o County of Stanislaus  
1100 "H" Street  
Modesto, California 95354  
Attention: Chairman

If to the Trustee: Bank of America National Trust and  
Savings Association  
55 Hawthorne Street  
San Francisco, California 94105  
Attention: Corporate Trust  
Administration 9510

If to Insurer: AMBAC Indemnity Corporation  
One State Street Plaza, 17th Floor  
New York, New York 10004  
Attn: Janine Feudi  
Telecopier: (212) 509-9190

The Authority, the County and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices or other communications will be sent.

**SECTION 17. Captions.** The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Site Lease.

**SECTION 18. Execution in Counterparts.** This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

**SECTION 19. Amendment.** The terms of this Site Lease shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by the Authority and the County, with the prior written consent of the Trustee and the Insurer and subsequent notice thereof to Standard & Poor's Corporation and Moody's Investors Service, Inc.

10/01/92  
1948Q/2749-03

IN WITNESS WHEREOF, the parties have caused this Site Lease to be executed by their duly authorized officers on the date and year first above written.

COUNTY OF STANISLAUS, as Lessor

By: Anthony P. Beltrami  
Chief Administrative Officer

ATTEST:

Christine D. Ferraro  
Clerk of the Board of Supervisors

STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY, as Lessee

By: Bob Raul  
Chairperson

ATTEST:

Christine D. Ferraro  
Secretary

095592 OCT-592

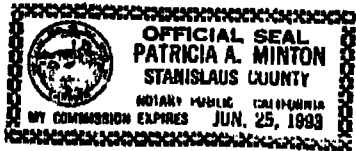
STATE OF CALIFORNIA )  
 )  
COUNTY OF STANISLAUS ) SS.

On this 29 day of September, 1992, before me,  
PATRICIA A. MINTON, a Notary Public, State of  
California duly commissioned and sworn, personally appeared  
ALBERT P. BELTRAMI, personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person who  
executed the within instrument as CHIEF ADMINISTRATIVE OFFICER  
of the County of Stanislaus, a political subdivision, and  
acknowledged to me that the political subdivision executed the  
same.

WITNESS my hand and official seal.

Patricia A. Minton  
Notary Public  
State of California

(SEAL)



095592 OCT-5-92



STATE OF CALIFORNIA    )  
                                  )    ss.  
COUNTY OF STANISLAUS   )

On this 29 day of September, 1992, before me,  
PATRICIA A. MINTON, a Notary Public, State of  
California duly commissioned and sworn, personally appeared  
CHRISTINE D. FERRARO, personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person who  
executed the within instrument as CLERK of the Board of  
Supervisors of the County of Stanislaus, a political  
subdivision, and acknowledged to me that the political  
subdivision executed the same.

WITNESS my hand and official seal.

Patricia A. Minton  
Notary Public  
State of California

(SEAL)



095592 OCT-5-92

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF STANISLAUS )

On this 29 day of September, 1992, before me,  
PATRICIA A. MINTON, a Notary Public, State of  
California duly commissioned and sworn, personally appeared  
PAT PAUL, personally known to me (or proved to me on the basis  
of satisfactory evidence) to be the person who executed the  
within instrument as CHAIRPERSON, on behalf of the Stanislaus  
County Capital Improvements Financing Authority, and  
acknowledged to me that such Authority executed the within  
instrument pursuant to its bylaws or a resolution of its  
Governing Board.

WITNESS my hand and official seal.

Patricia A. Minton  
Notary Public  
State of California

(SEAL)



095592 OCT-5-92

STATE OF CALIFORNIA )  
 )  
COUNTY OF STANISLAUS ) SS.

On this 29 day of September, 1992, before me,  
PATRICIA A. MINTON, a Notary Public, State of  
California duly commissioned and sworn, personally appeared  
CHRISTINE D. FERRARO, personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person who  
executed the within instrument as SECRETARY, on behalf of the  
Stanislaus County Capital Improvements Financing Authority, and  
acknowledged to me that such Authority executed the within  
instrument pursuant to its bylaws or a resolution of its  
Governing Board.

WITNESS my hand and official seal.

Patricia A. Minton  
Notary Public  
State of California

(SEAL)



095592 OCT-5-92

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SITE**


**PARCEL NO. 3 AS PER MAP FILED SEPTEMBER 25, 1992 IN BOOK 45 OF  
PARCEL MAPS, AT PAGE 36 STANISLAUS COUNTY RECORDS.**

**TOGETHER WITH THAT CERTAIN 50 FEET WIDE ACCESS EASEMENT FROM  
THE NORTHWEST CORNER OF PARCEL NO. 3 ABOVE REFERRED TO ACROSS  
PARCEL ON. 1 OF SAID MAPS NORTHERLY TO HACKETT ROAD AS SHOWN IN  
THE ABOVE REFERRED TO PARCEL MAP.**

**095592 OCT-5-92**

**END OF DOCUMENT**

**RECORDING REQUESTED BY:**  
County of Stanislaus  
**AND WHEN RECORDED MAIL TO:**  
Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660-6441  
Attn: Robert J. Whalen, Esq.

  
Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2012-0023693-00**  
Thursday, MAR 15, 2012 15:57:15  
Ttl Pd \$0.00 Rcpt # 0003184292  
BOT/R2/1-7

[Space above for Recorder's use.]

This document is recorded for the benefit of the County of Stanislaus,  
and the recording is fee-exempt under Section 27383 of the California  
Government Code.

**TERMINATION OF SITE LEASE**

**by and between**

**COUNTY OF STANISLAUS**

**and**

**STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY**

**RELATING TO SERIES B OF 1997 CERTIFICATES**

**Dated as of March 7, 2012**

## TERMINATION OF SITE LEASE

THIS TERMINATION OF SITE LEASE (this "Agreement") is dated as of March 7, 2012 and effective as of the date of recordation hereof, by and between the County of Stanislaus, a political subdivision of the State of California duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "County") and the Stanislaus County Capital Improvements Financing Authority, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority").

### RECITALS:

A. WHEREAS, the Authority and County of Stanislaus (the "County") entered into that certain Site Lease, dated as of September 1, 1992, recorded on October 5, 1992 in the official records of the County as Document No. 095592, as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997, recorded on December 15, 1997 in the official records of the County as Document No. 97-0102298-00, and by Amendment No. 2 to Site Lease, dated as of July 1, 2008, as recorded in the official records of the County on July 2, 2008 as Document No. 2008-0071925-00 (collectively, the "Site Lease"), pursuant to which the County leased the property described in Exhibit A hereto (the "Property") to the Authority.

B. WHEREAS, the Property was leased back to the County pursuant to that certain Lease Agreement, dated as of September 1, 1992 (the "Original Lease"), and recorded in the official records of the County on October 5, 1992 as Document No. 095593, as amended by Amendment No. 1 to Lease Agreement, dated as of December 1, 1997, and recorded in the official records of the County on December 15, 1997 as Document No. 97-0102299-00 and by Amendment No. 2 to Lease Agreement, dated as of July 1, 2008, and recorded in the official records of the County on July 2, 2008 as Document No. 2008-0071926-00 (collectively, the "Lease").

C. WHEREAS, the Authority assigned its interest in the Site Lease and the Lease Agreement to the Trustee pursuant to that certain Assignment Agreement, dated as of September 1, 1992 and recorded in the official records of the County on October 5, 1992 as Document No. 095594, as amended by Amendment No. 1 to the Assignment Agreement, dated as of December 1, 1997 and recorded in the official records of the County on December 15, 1997 as Document No. 97-0102300-00 and by Amendment No. 2 to the Assignment Agreement, dated as of July 1, 2008 and recorded in the official records of the County on July 2, 2008 as Document No. 2008-0071927-00 (collectively, the "Assignment Agreement").

D. WHEREAS, the Site Lease, the Lease and the Assignment Agreement were entered into with respect to the execution and delivery of the Refunding Certificates of Participation Series B of 1997 (the "Certificates") which were executed and delivered pursuant to that certain Trust Agreement dated as of September 1, 1992 and the Supplemental Trust Agreement dated as of December 1, 1997, each by and among the County, the Authority and the Trustee.

E. WHEREAS, the Site Lease has terminated and been discharged in accordance with its terms.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

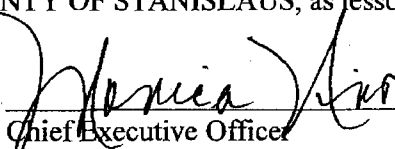
1. Termination of Site Lease. The Authority and the County hereby acknowledge and agree that the Site Lease has been terminated and discharged in accordance with its terms and is of no further force or effect and neither the Authority nor the Trustee has any further interest in the Property.

2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement. The signature and acknowledgment pages from each counterpart may be removed and attached to a single document in order to create one original instrument.


*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, this Termination of Site Lease has been executed by each party's respective duly authorized officers, as of the date first above written.

COUNTY OF STANISLAUS, as lessor

By:   
Its: Chief Executive Officer  
Monica Nino

STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING AUTHORITY, as  
lessee

By:   
Its: Chair  
William O'Brien



STATE OF CALIFORNIA

)

) ss.

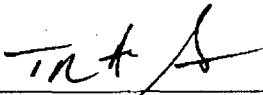
COUNTY OF STANISLAUS

)

On MARCH 7, 2012 before me, THERESA A. GUNTER, Notary Public, personally appeared MONICA NINO, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose names~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



SIGNATURE OF NOTARY PUBLIC



STATE OF CALIFORNIA

)

) ss.

COUNTY OF STANISLAUS

)

On MARCH 7, 2012 before me, THERESA A. GUNTER, Notary Public, personally appeared WILLIAM OBRIEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

*T.A. Gunter*

SIGNATURE OF NOTARY PUBLIC



**EXHIBIT A**

**LEGAL DESCRIPTION**

All that certain real property situated in the County of Stanislaus, State of California, described as follows:

PARCELS C AND D AS SHOWN ON THAT PARCEL MAP FILED JUNE 1, 1995 IN BOOK 47 OF PARCEL MAPS, PAGE 24, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM 50% OF ALL OIL, GAS AND MINERALS AS RESERVED IN THE DEED FROM LAWRENCE A. PAXTON, RECORDED APRIL 11, 1963 IN VOLUME 1846, AT PAGE 442, OF OFFICIAL RECORDS.

APN: 086-015-014

WHEN RECORDED SEND TO:

PAUL BALESTRACCI  
NEUMILLER & MILLER  
ATTORNEYS AT LAW  
POST OFFICE BOX 20  
STOCKTON CA 95201-3020

ENV.

042263 JUN-591

RECORDED AT 11 BY  
County Counsel - Stanislaus  
OFFICIAL RECORDS  
STANISLAUS CO. CALIF.  
NO FEE KAREN MATHEWS, RECORDER

1 REUMILLER & BEARDSLEE  
2 A PROFESSIONAL CORPORATION  
3 PAUL M. BALESTRACCI  
4 Post Office Box 20  
5 Stockton, California 95201-3020  
6 Telephone: (209) 948-8200

7 Attorneys for Plaintiff,  
8 COUNTY OF STANISLAUS

FILED

JUN 11 1959

REITE J. YEDER

9 SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS

10 COUNTY OF STANISLAUS,

Case No. 244945

11 Plaintiff,

FINAL ORDER OF  
CONDEMNATION  
(CCP § 1268.030)

12 v.

13 PROCTER & GAMBLE PAPER PRODUCTS  
14 COMPANY, formerly THE GRAMIN  
15 PAPER PRODUCTS COMPANY, an Ohio  
16 Corporation; TUNLOCK IRRIGATION  
17 DISTRICT, a California Public  
18 Agency; DOES I-XXXI, inclusive,  
19 and ALL PERSONS UNKNOWN CLAIMING  
20 AN INTEREST IN THE PROPERTY  
21 DESCRIBED IN THE COMPLAINT,

22 Defendants.

23 Judgment in condemnation having been entered in the  
24 above-entitled action on May 1, 1951, in the Superior Court of  
25 Stanislaus County, California, adjudging that Plaintiff is  
26 entitled to take by condemnation the property described in this  
27 judgment and more fully described hereafter; and

28 In accordance with this Judgment, Plaintiff having paid to  
29 Defendant THE PROCTER & GAMBLE PAPER PRODUCTS COMPANY the sum of  
30 \$1,889,439.54, the full amount of just compensation required;

042263 JUN-591

4

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that:

The property described below is taken for and condemned to Plaintiff for the public purpose of a jail and public safety center. Title and fee simple will vest in Plaintiff on the date that a certified copy of this final order of condemnation is recorded in the Office of the Recorder of Stanislaus County, California.

The real property referred to in this order and the fee title which shall vest in Plaintiff is described as follows:

Being a portion of Parcel B as shown in Volume 9 of Parcel Maps at Page 74, Stanislaus County Records, lying in the northwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base and Meridian, County of Stanislaus, State of California, more particularly described as follows:

The south 441.50 feet of said Parcel B as measured parallel to the south line of said Parcel B.

AND

All that portion of the Northeast quarter of the Southwest one-quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base and Meridian, lying North and West of irrigation canal known as Lateral No. 2 of the Turlock Irrigation District (also called the Mastig District.)

AND

All that portion of the Northwest quarter of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base and Meridian, described as:

BEGINNING at a point 26.65 chains North and 30 feet East of the corner common to Section 16, 17, 20 and 21, said Township and Range; thence along East line of County Road, North 0 degrees 25' West 13.35 chains, more or less, to the North line of the Southwest

042263 JUN-91

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

quarter of said Section 16; thence East along the North line of said Southwest quarter, 20 chains more or less, to quarter line in Southwest quarter of said Section 16; running North and South; thence South along said line 12.943 chains, more or less, to center line of ditch; thence South 87 degrees 33' West 19.73 chains along center line of ditch to point of beginning.

EXCEPTING THEREFROM 50% of all oil, gas and minerals as reserved in the Deed from Lawrence A. Paxton, et ux, recorded April 11, 1963 in Volume 1846, page 442 and recorded July 16, 1973 in Book 2567, Official Records, page 01.

The interest of Lawrence A. Paxton is terminated by the Affidavit of Death of Joint Tenant recorded September 8, 1976 in Book 2829, Official Records, page 586. The remainder interest in the name of Hope J. Paxton.

AND

All that portion of the West half of the Southwest quarter of Section 16, Township 4 South, Range 4 West, Mount Diablo Base and Meridian, described as:

BEGINNING at a point 13.89 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21 in said Township and Range; thence along the East side of the County Road North 0 degrees 25' West 12.76 chains to the center of a ditch; thence along the center of said ditch North 27 degrees 33' East 19.73 chains, thence South 0 degrees 23' East 13.39 chains to the center of a ditch, thence along the center of said ditch South 89 degrees 23' West 19.70 chains to the point of beginning.

EXCEPTING THEREFROM 50% of all oil, gas and minerals as reserved in the Deed from Lawrence A. Paxton, et ux, recorded April 11, 1963 in Volume 1846, page 442, and recorded July 16, 1973 in Book 2567, Official Records, page 01.

The interest of Lawrence A. Paxton is terminated by the Affidavit of Death of Joint Tenant recorded September 8, 1976 in Book 2829, Official Records, page 586. The remainder interest in the name of Hope J. Paxton.

The Plaintiff has taken possession of the real property described above, in accordance with the provisions of Code of

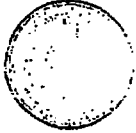
//////

042263 Jm-691

1 Civil Procedure Sections 1255.410 and 1255.450, this possession  
2 having been authorized on March 6, 1990.

3  
4 DATED: JUN - 2 1991 Richard J. Witwiel  
5 JUDGE OF THE SUPERIOR COURT

6 APPROVED AS TO FORM  
7  
8 Joseph M. Valundres  
9 JOSEPH M. VALUNDRES  
10 Attorney for Defendants  
11 THE PROCTER & GAMBLE PAPER  
12 PRODUCTS COMPANY



The foregoing instrument is  
JUN - 4 1991  
MICHAEL A. TOZZI  
Superior Court of the  
State of California and for the  
County of Stanislaus  
Michael A. Tozzi

042263 JUN-91

037540 APR 24 92

WHEN RECORDED, RETURN TO:

Patricia E. Laffoon, City Clerk  
City of Ceres  
P.O. Box 217  
Ceres, CA 95307-0217

RECORDED AT 11:30 BY  
City of Ceres  
OFFICIAL RECORDS  
STANISLAUS CO. CALIF.  
KAREN MATHEWS, RECORDER

NO FEE

AGREEMENT TO ANNEX

In consideration of the City of Ceres' agreement to provide water services to the undersigned, the undersigned property owners do hereby agree to annex the following described real property to the City of Ceres upon the request of the said City. The Public Safety Center, being a portion of Parcel "B" as shown in Book 9 of parcel maps at page 74, Stanislaus County Records and a portion of the west 1/2 of Section 16, township 4 south, range 9 east, M.D.B. & M. (Also being parcel 1 of proposed county map.)

037540 APR 24 92

Dated: April 14, 1992

Albert P. Beltrami

Chief Administrative Officer

State of California )  
County of Stanislaus )

On this the 14<sup>th</sup> day of April, 1992, before me, Sharon Cummings, the undersigned Notary Public, personally appeared Albert P. Beltrami, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.  
WITNESS my hand and official seal.

Sharon Cummings  
Notary's Signature





When Recorded Mail to:

TURLOCK IRRIGATION DISTRICT  
P.O. BOX 949  
TURLOCK, CA 95381

Stanislaus, Co Recorder's Office  
Karen Mathews, County Recorder

DOC - 93-0057165-00  
Monday, JUN 07, 1993 14:14:49  
FRE \$0.0011  
Total- \$0.00 Mbr-0000094969  
REEL 058 IMAGE 0442 RIW

For Recorder's Use Only

AGREEMENT TO ABANDON USE OF DITCH

WHEREAS, Improvement District No. 91 C, known as the Lateral C, Improvement District No. 273 A, known as the Harold Rogers, Improvement District No. 1095, known as the Lower Br. Harold Roger, and 1144, known as the Sbragia-Kaufman Pump are improvement districts organized and existing under an Act of the Legislature of the State of California, known and designated as the "Irrigation District Improvement Act," which improvement district is within the boundary of the Turlock Irrigation District, and

WHEREAS, Stanislaus County, the owner of the following described real property situated in the County of Stanislaus, State of California:

Parcel 2 as shown on that certain parcel map filed for record on September 25, 1992 in Book 45 of Parcel Maps at Page 36, Stanislaus County Records as instrument No. 91783.

APN 56-54-13, containing 24.16 acres.

AND WHEREAS, in the matter of Improvement District No. 91 C, known as the Lateral C, Improvement District No. 273 A, known as Harold Rogers, Improvement District No. 1095, known as the Lower Br. Harold Roger, and Improvement District No. 1144, known as the Sbragia-Kaufman Pump, within the boundary of the Turlock Irrigation District, the said land was included within the boundary of the said Improvement District

057165 JUN-793

R 5

Nos. 91 C, 273 A, 1095, and 1144, and the owner now desires to withdraw the same.

NOW THEREFORE, in consideration of the Board of Directors of the Turlock Irrigation District permitting the withdrawal of the said land from the said Improvement District Nos. 91 C, 273 A, 1095, and 1144, the owner hereinabove named, Stanislaus County, does hereby forever relinquish and abandon to Improvement District No. 91 C, known as the Lateral C, Improvement District No. 273 A, known as the Harold Rogers, Improvement District No. 1095, known as the Lower Br. Harold Roger, and Improvement District 1144, known as the Sbragia-Kaufman Pump, and existing within the boundary of the Turlock Irrigation District, any right to use the ditch or improvements of the said Improvement District Nos. 91 C, 273 A, 1095, and 1144, for the purpose of irrigating any of the above described property.

This Agreement is to apply to and bind the successors in interest and the assigns of the party hereto.

IN WITNESS WHEREOF the said owner has hereunto set his hand this

23rd day of March, 1993.

*Walter W. Brown*  
Stanislaus County



057165 JUN-7 93

Mailed February 9, 1993

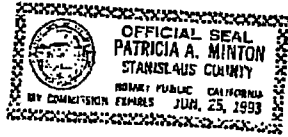
STATE OF California  
COUNTY OF Stanislaus

On March 23, 1993 before me, Patricia A. Minton  
DATE NAME, TITLE OF OFFICER  
personally appeared Nick W. Blom  
NAME(S) OF SIGNER(S)

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Patricia A. Minton  
SIGNATURE OF NOTARY



(FOR DISTRICT USE ONLY)

IN WITNESS WHEREOF, THE BOARD OF DIRECTORS OF THE TURLOCK IRRIGATION DISTRICT, A PUBLIC ENTITY, UNDER RESOLUTION No. 93-64, ADOPTED ON May 25, 1993, HAS AUTHORIZED AND DIRECTED ITS SECRETARY OR ANY DEPUTY SECRETARY TO SIGN THIS AGREEMENT ON BEHALF OF THE DISTRICT AND TO RECORD THIS AGREEMENT WITH THE APPROPRIATE COUNTY RECORDER.

TURLOCK IRRIGATION DISTRICT

By Barbara A. Hetrick  
BARBARA A. HETRICK  
SECRETARY TO THE BOARD OF DIRECTORS

(SEAL)

SEAL IMPRESSED

057165 JUN-793

095594 OCT-5-92

RECORDED AT 1:30 BY

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
 )  
STRADLING, YOCCA, CARLSON & RAUTH )  
660 Newport Center Drive )  
Suite 1600 )  
Newport Beach, California 92660 )  
Attn: Robert J. Whalen, Esq. )

FIRST AMERICAN  
TITLE CO.  
  
OFFICIAL RECORDS  
STANISLAUS CO. CALIF.  
KAREN MATHEWS, RECORDER

*no fee*

This document is recorded for the benefit of the County of Stanislaus, and the recording is fee-exempt under §27383 of the Government Code.

**ASSIGNMENT AGREEMENT**

between

**STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY**

and

**BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
as Trustee**

Dated as of September 1, 1992

**Relating to the 1992 Series B Certificates of Participation**

095594 OCT-5-92

**ASSIGNMENT AGREEMENT**

**RELATING TO THE 1992 SERIES B CERTIFICATES OF PARTICIPATION**

This Assignment Agreement, dated as of the 1st day of September, 1992, is made and entered into by and between the Stanislaus County Capital Improvements Financing Authority, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority"), and Bank of America National Trust and Savings Association, a national banking association organized and existing under the laws of the United States, as trustee (the "Trustee");

**W I T N E S S E T H :**

In the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto recite and agree as follows:

**SECTION 1. Recitals.**

(a) The terms capitalized in this Assignment Agreement shall have the meanings ascribed to them in Section 101 of the Trust Agreement, dated as of September 1, 1992, by and among the County of Stanislaus (the "County"), the Trustee and the Authority (the "Trust Agreement").

(b) The Authority and the County have entered into a certain Site Lease dated as of September 1, 1992 (the "Site Lease"), whereby the County has leased to the Authority certain real property described in Exhibit A thereto, as amended from time to time, together with any real property added or substituted in the manner and on the terms set forth in the Lease Agreement (defined below) (the "Site"). The Site consists of the real property described in Exhibit A hereto.

(c) The Authority and the County have entered into a certain Lease Agreement dated as of September 1, 1992 (the "Lease Agreement"), whereby the Authority has agreed to cause the acquisition, construction, delivery and installation of certain improvements as described in Exhibit A to the Lease (the "Project") and has leased to the County, and the County has leased from the Authority, the Leased Premises, consisting of the Site and the Project.

095594 OCT-592

(d) Under the Site Lease, the Authority is required to deposit or cause to be deposited with the Trustee certain sums of money to be credited, held and applied in accordance with the Site Lease and the Trust Agreement.

(e) Pursuant to the Lease Agreement the County is obligated to pay certain Lease Payments to the Authority or its assignee. For the purpose of obtaining the moneys required to be deposited by it pursuant to the Site Lease, the Authority is willing to assign and transfer certain of its rights, title and interest in and to the Site Lease and the Lease Agreement to the Trustee for the benefit of the Owners of the Certificates and the Owners of any Additional Certificates to be executed and delivered under the Trust Agreement. In consideration of such assignment, the Trustee is delivering the Certificates and will deliver any Additional Certificates to the original purchasers thereof in accordance with the provisions of the Trust Agreement. The proceeds from the sale of the Certificates (and the proceeds from the sale of Additional Certificates, if any) will be deposited by the Trustee on behalf of the Authority in the various funds and accounts created pursuant to the Trust Agreement and any supplement thereto.

(f) Each of the parties has authority to enter into this Assignment Agreement, and has taken all actions necessary to authorize its officers to execute and deliver this Assignment Agreement on its respective behalf.

#### **SECTION 2. Assignment.**

The Authority, for consideration received, does hereby absolutely and irrevocably grant, sell, assign and transfer to the Trustee, for the benefit of the Owners of the Certificates and the Owners of any Additional Certificates executed and delivered under the Trust Agreement, all of its right, title and interest (but none of its duties or obligations) in and to the Site Lease and the Lease Agreement (other than its rights to indemnification and payment or reimbursement of its costs or expenses thereunder), including its right to receive Lease Payments from the County under the Lease Agreement; its right to receive proceeds of condemnation of, and insurance on, the Leased Premises; and its right to enforce payment of such Lease Payments when due and otherwise to protect its interests and enforce its rights under the Lease Agreement in the event of a default by the County. The Lease Payments shall be applied, and the rights so assigned shall be exercised, by the Trustee as provided in the Trust Agreement. The assignment provided for in this Section 2 shall grant in favor of the Trustee all of the Authority's right, title and interest in and to the Site Lease and the Lease Agreement (other than its rights to indemnification and payment or reimbursement for its costs or expenses thereunder) and all of its interest in the Leased Premises.

**SECTION 3. Acceptance.**

The Trustee hereby accepts the assignment made herein for the benefit of the Certificate Owners and the Owners of any Additional Certificates, subject to the provisions of the Trust Agreement.

**SECTION 4. Consent of Authority to Delivery of Certificates.**

The Authority does hereby consent to the execution and delivery of the Certificates (and Additional Certificates, if any shall ever be executed and delivered) by the Trustee, the receipt of payment by the Trustee for the Certificates and any Additional Certificates when the same shall be sold to the original purchaser or purchasers thereof and the transfer and deposit of such proceeds by the Trustee into the funds and accounts created by the Trust Agreement, or any supplement thereto, all in accordance with the terms of the Trust Agreement.

**SECTION 5. Further Assurances.**

The Authority will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Assignment Agreement, and for better assuring and confirming to the Owners of the Certificates and the Owners of any Additional Certificates the rights and benefits intended to be conveyed pursuant hereto.

**SECTION 6. Amendments.**

The terms of this Assignment Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Authority and the Trustee, with the prior written consent of the County and the Insurer and subsequent notice thereof to Standard & Poor's Corporation and Moody's Investors Service, Inc.

**SECTION 7. Applicable Law.**

This Assignment Agreement shall be governed by and construed in accordance with the laws of the State.

**SECTION 8. Conditions.**

This Assignment Agreement shall confer no rights and shall impose no obligations upon the Trustee beyond those expressly provided in the Trust Agreement. The Trustee does not warrant the accuracy of the recitals hereto.

0955914 OCT-592

**SECTION 9. Partial Invalidity.**

If any one or more of the terms, provisions, covenants or conditions of this Assignment Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Assignment Agreement shall be affected thereby, and each provision of this Assignment Agreement shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 10. Notices.**

All notices or other communications hereunder shall be sufficiently given and shall be deemed to have been received five days after deposit in the United States mail in registered or certified form, postage prepaid:

<b>If to the County:</b>	County of Stanislaus 1100 "H" Street Modesto, California 95354 Attention: County Administrator
<b>If to the Authority:</b>	Stanislaus County Capital Improvements Financing Authority c/o County of Stanislaus 1100 "H" Street Modesto, California 95354 Attention: Chairman
<b>If to the Trustee:</b>	Bank of America National Trust and Savings Association 55 Hawthorne Street San Francisco, California 94105 Attention: Corporate Trust Administration 9510
<b>If to Standard &amp; Poor's Corporation:</b>	Standard & Poor's Corporation 25 Broadway New York, New York 10004 Attention: Bond Insurance Department
<b>If to Moody's:</b>	Moody's Investors Service, Inc. 99 Church Street New York, New York 10007 Attention:

095594 OCT-592



If to Insurer:

AMBAC Indemnity Corporation  
One State Street Plaza, 17th Floor  
New York, New York 10004  
Attn: Janine Feudi  
Telecopier: (212) 509-9190

The Authority, the County, the Insurer and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices or other communications will be sent.

**SECTION 11. Captions.**

The captions or headings in this Assignment Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Assignment Agreement.

**SECTION 12. Execution in Counterparts.**

This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

**SECTION 13. Binding Effect.**

This Assignment Agreement shall inure to the benefit of and shall be binding upon the Authority and the Trustee and their respective successors and assigns.

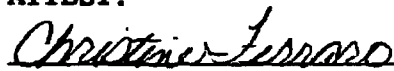
095594 OCT-592

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING AUTHORITY

By:   
Chairperson

ATTEST:

  
Secretary

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION, as  
Trustee

By:   
Authorized Officer

095594 OCT-592

STATE OF CALIFORNIA    )  
                                  )    ss.  
COUNTY OF STANISLAUS    )

On this 29 day of September, 1992, before me,  
PATRICIA A. MINTON, a Notary Public, State of  
California duly commissioned and sworn, personally appeared  
PAT PAUL, personally known to me (or proved to me on the basis  
of satisfactory evidence) to be the person who executed the  
within instrument as CHAIRPERSON, on behalf of the STANISLAUS  
COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY, and  
acknowledged to me that such Authority executed the within  
instrument pursuant to its bylaws or a resolution of its  
Governing Board.

WITNESS my hand and official seal.

Patricia A. Minton  
Notary Public  
State of California

(SEAL)



095594 OCT-5-92

STATE OF CALIFORNIA )  
 )  
COUNTY OF STANISLAUS ) ss.

On this 29 day of September, 1992, before me,  
PATRICIA A. MINTON, a Notary Public, State of  
California duly commissioned and sworn, personally appeared  
CHRISTINE D. FERRARO, personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person who  
executed the within instrument as SECRETARY, on behalf of the  
STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY, and  
acknowledged to me that such Authority executed the within  
instrument pursuant to its bylaws or a resolution of its  
Governing Board.

WITNESS my hand and official seal.

Patricia A. Minton  
Notary Public  
State of California

(SEAL)

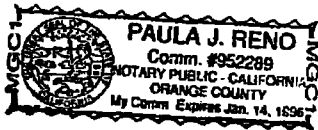


095594 OCT-5-92

STATE OF CALIFORNIA    )  
                                  )  
COUNTY OF ORANGE    )    ss.

On this 1<sup>st</sup> day of October, 1992, before me,  
Paula J. Reno, a Notary Public, State of  
California duly commissioned and sworn, personally appeared  
Erich C. Christensen, ~~personally known to me~~ (or proved to me on  
the basis of satisfactory evidence) to be the person who  
executed the within instrument as an authorized officer of BANK  
OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national  
banking association, on behalf of said banking association, and  
acknowledged to me that such banking association executed the  
within instrument pursuant to its bylaws or a resolution of its  
Board of Directors.

WITNESS my hand and official seal.



(SEAL)

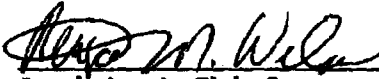
Paula J. Reno  
Notary Public  
State of California

095594 OCT-592

**CONSENT**

The County of Stanislaus hereby consents to the foregoing assignment to the Trustee.

COUNTY OF STANISLAUS, as Lessee

By:   
Assistant Chief  
Administrative Officer

ATTEST:

  
Clerk of the Board of  
Supervisors

095594 OCT-5 92

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SITE**

**PARCEL NO. 3 AS PER MAP FILED SEPTEMBER 25, 1992 IN BOOK 45 OF  
PARCEL MAPS, AT PAGE 36 STANISLAUS COUNTY RECORDS.**

**TOGETHER WITH THAT CERTAIN 50 FEET WIDE ACCESS EASEMENT FROM  
THE NORTHWEST CORNER OF PARCEL NO. 3 ABOVE REFERRED TO ACROSS  
PARCEL ON. 1 OF SAID MAPS NORTHERLY TO HACKETT ROAD AS SHOWN IN  
THE ABOVE REFERRED TO PARCEL MAP.**

**095594 OCT-8-92**

**END OF DOCUMENT**

**RECORDING REQUESTED BY:**  
County of Stanislaus  
**AND WHEN RECORDED MAIL TO:**  
Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660-6441  
Attn: Robert J. Whalen, Esq.

  
Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2012-0023695-00**  
Thursday, MAR 15, 2012 15:57:53  
Ttl Pd \$0.00 Rcpt # 0003184294  
BOT/R2/1-8

)  
)  
\_\_\_\_\_  
[Space above for Recorder's use.]

This document is recorded for the benefit of the County of Stanislaus, and the recording is fee-exempt under Section 27383 of the California Government Code.

**TERMINATION OF ASSIGNMENT AGREEMENT**

**by and between**

**STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY**

**and**

**U.S. BANK NATIONAL ASSOCIATION, as successor trustee to  
U.S. BANK TRUST NATIONAL ASSOCIATION, originally named  
"FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION," as successor trustee to  
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
As Assignee and Trustee**

**RELATING TO SERIES B OF 1997 CERTIFICATES**

**Dated as of March 7, 2012**

00/01



## TERMINATION OF ASSIGNMENT AGREEMENT

THIS TERMINATION OF ASSIGNMENT AGREEMENT (this "Agreement") is dated as of March 7, 2012 and effective as of the date of recordation hereof, by and between the Stanislaus County Capital Improvements Financing Authority, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority") and U.S. Bank National Association, as successor trustee to U.S. Bank Trust National Association, originally named "First Trust of California, National Association," as successor trustee to Bank of America National Trust and Savings Association, as trustee and assignee (the "Trustee").

### RECITALS:

A. WHEREAS, the Authority and County of Stanislaus (the "County") entered into that certain Site Lease, dated as of September 1, 1992, recorded on October 5, 1992 in the official records of the County as Document No. 095592, as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997, recorded on December 15, 1997 in the official records of the County as Document No. 97-0102298-00, and by Amendment No. 2 to Site Lease, dated as of July 1, 2008, as recorded in the official records of the County on July 2, 2008 as Document No. 2008-0071925-00 (collectively, the "Site Lease"), pursuant to which the County leased the property described in Exhibit A hereto (the "Property") to the Authority.

B. WHEREAS, the Property was leased back to the County pursuant to that certain Lease Agreement, dated as of September 1, 1992 (the "Original Lease"), and recorded in the official records of the County on October 5, 1992 as Document No. 095593, as amended by Amendment No. 1 to Lease Agreement, dated as of December 1, 1997, and recorded in the official records of the County on December 15, 1997 as Document No. 97-0102299-00 and by Amendment No. 2 to Lease Agreement, dated as of July 1, 2008, and recorded in the official records of the County on July 2, 2008 as Document No. 2008-0071926-00 (collectively, the "Lease").

C. WHEREAS, the Authority assigned its interest in the Site Lease and the Lease Agreement to the Trustee pursuant to that certain Assignment Agreement, dated as of September 1, 1992 and recorded in the official records of the County on October 5, 1992 as Document No. 095594, as amended by Amendment No. 1 to the Assignment Agreement, dated as of December 1, 1997 and recorded in the official records of the County on December 15, 1997 as Document No. 97-0102300-00 and by Amendment No. 2 to the Assignment Agreement, dated as of July 1, 2008 and recorded in the official records of the County on July 2, 2008 as Document No. 2008-0071927-00 (collectively, the "Assignment Agreement").

D. WHEREAS, the Site Lease, the Lease and the Assignment Agreement were entered into with respect to the execution and delivery of the Refunding Certificates of Participation Series B of 1997 (the "Certificates") which were executed and delivered pursuant to that certain Trust Agreement dated as of September 1, 1992 and the Supplemental Trust Agreement dated as of December 1, 1997, each by and among the County, the Authority and the Trustee.

E. WHEREAS, the Assignment Agreement previously has terminated and been discharged following the defeasance, in full, of the Certificates.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Termination of Assignment Agreement. The Authority and the Trustee hereby acknowledge and agree that the Assignment Agreement has been terminated and discharged and is of no further force or effect and neither the Authority nor the Trustee has any further interest in the Property.

2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement. The signature and acknowledgment pages from each counterpart may be removed and attached to a single document in order to create one original instrument.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, this Termination of Assignment Agreement has been executed by each party's respective duly authorized officers, as of the date first above written.

STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING AUTHORITY

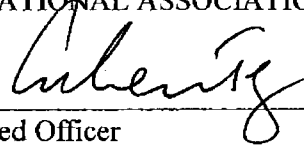
By: William O'Brien  
Its: Chair  
William O'Brien

*[SIGNATURES CONTINUED ON NEXT PAGE]*

[SIGNATURE PAGE CONTINUED]

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: \_\_\_\_\_



Its: Authorized Officer

Andrew Fung

STATE OF CALIFORNIA

)

) ss.

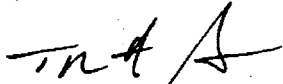
COUNTY OF STANISLAUS

)

On MARCH 7, 2012 before me, THERESA A. GUNTER, Notary Public, personally appeared WILLIAM O'BRIEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



SIGNATURE OF NOTARY PUBLIC



STATE OF CALIFORNIA

)  
) ss.  
)

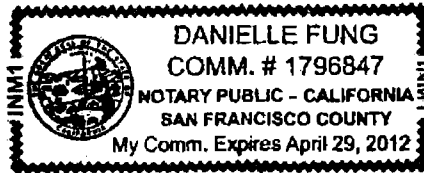
COUNTY OF SAN FRANCISCO

On March 8, 2012 before me, Danielle Fung, Notary Public,  
personally appeared Andrew Fung, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose names(s) ~~is~~ are subscribed to  
the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their  
authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal

Danielle Fung  
SIGNATURE OF NOTARY PUBLIC



**EXHIBIT A**

**LEGAL DESCRIPTION**

All that certain real property situated in the County of Stanislaus, State of California, described as follows:

PARCELS C AND D AS SHOWN ON THAT PARCEL MAP FILED JUNE 1, 1995 IN BOOK 47 OF PARCEL MAPS, PAGE 24, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM 50% OF ALL OIL, GAS AND MINERALS AS RESERVED IN THE DEED FROM LAWRENCE A. PAXTON, RECORDED APRIL 11, 1963 IN VOLUME 1846, AT PAGE 442, OF OFFICIAL RECORDS.

APN: 086-015-014

Recording requested by:

And when recorded mail this deed and tax statements to:

**QUIT CLAIM DEED**

TRA:

APN:

this transfer is exempt from the documentary transfer tax  
 the documentary transfer tax is \$ 0 and is computed on  
 the full value of the interest or property conveyed  
 the full value less the liens or encumbrances remaining  
thereon at the time of sale  
The property is located in an unincorporated area.

For a valuable consideration, receipt of which is hereby acknowledged, **To wit: \$10,000.00**

**KATHRYN N. BEASLEY**

Hereby quitclaims to **STANISLAUS COUNTY**

The following real property in an **unincorporated area of STANISLAUS COUNTY, STATE OF CALIFORNIA:**

Assessor/Parcel Number:

Commonly known as:

Legal Description: County of Stanislaus, State of California, 50% of the mineral rights in and to the following described real property:

Parcel No. 1: All that portion of the Northwest quarter of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base & Meridian, described as: BEGINNING at a point 26.65 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21, said Township & Range; thence along East line of County Road, North 0°25' West 13.35 chains, more or less, to the North line of the Southwest quarter of Section 16; thence East along the North line of said Southwest quarter, 20 chains, more or less, to quarter line in Southwest quarter of said Section 16; running North and South; thence South along said line 12.943 chains, more or less to center line of ditch; thence South 87°33' West 19.73 chains along center line of ditch to point of beginning.

Parcel No. 2: All that portion of the West half of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base & Meridian, described as: BEGINNING at a point 13.89 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21, in said Township & Range, thence along the East side of the County Road North 0° 25' West 12.76 chains to the center of a ditch; thence along the center of said ditch North 87° 33' East 19.73 chains; thence South 0°23' East 11.19 chains to the center of a ditch; thence along the center of said ditch South 89°23' West 19.20 chains to the point of beginning.

Date:

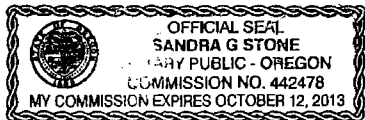
7-31-13

*K. Beasley*  
Signature of declarant

STATE OF OREGON  
COUNTY OF Multnomah

On July   , 2013, before me, SANDRA G. STONE, personally appeared KATHRYN N. BEASLEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL



*Sandra G Stone*  
Notary public for Oregon





**DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT**

1010 10<sup>TH</sup> Street, Suite 3400, Modesto, CA 95354  
Phone: 209.525-6330 Fax: 209.525.5911

DATE: July 16, 2012

TO: Dave Skidmore  
Associated Engineering  
4206 Technology Drive, Suite 4  
Modesto, CA 95356

FROM: Joshua Mann, Associate Planner

**SUBJECT: RECORDED COPY OF MERGER NO. 2012-03  
STANISLAUS COUNTY**

Enclosed is a recorded copy of the subject document for your files. A copy has also been sent to the person(s) listed below.

cc: Don Hosley, Assessor's Office  
VIA EMAIL:  
Patricia Hill Thomas, Stanislaus County  
Tim Fedorchak, Stanislaus County



Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2012-0053244-00**

Friday, JUN 15, 2012 14:21:53  
Ttl Pd \$0.00 Rcpt # 0003226521  
OAR/R2/1-7

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Stanislaus County  
Department of Planning  
and Community Development  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, CA 95354

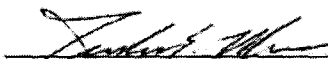
Space Above This Line for Recorder's Use

CERTIFICATE OF MERGER

This is to certify that, pursuant to California Government Code Section 66412 (d) and Sections 20.14 and 21.20.060E of the Stanislaus County Code, the Stanislaus County Director of Planning and Community Development on May 3, 2012 approved the merger herein described and submitted under the name of Stanislaus County. Merger No. 2012-03 was approved to adjust the lines between contiguous parcels whereby the boundary lines of the real property described as Exhibit "A", attached hereto and made a part hereof, will be adjusted to result in parcels described in Exhibit "B" and Exhibit "C", also attached and incorporated herein. The approved merger shall not result in the creation of a greater number of parcels than originally existed. The above described merger shall be reflected in a deed which shall be recorded as required by Section 66412 (d) of the California Government Code.

ANGELA FREITAS, INTERIM DIRECTOR

The undersigned duly authorized officer of Stanislaus County declares that the foregoing is true and correct under penalty of perjury under the laws of the State of California.

By:   
Joshua Mann, Associate Planner  
Stanislaus County Department of  
Planning and Community Development

JUNE 15<sup>TH</sup>, 2012  
Date

7AA

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

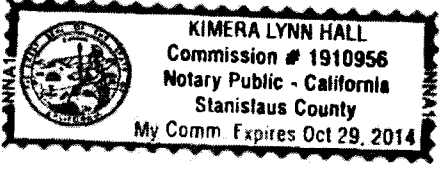
State of California

County of Stanislaus }

On 6/15/12 before me, Kimera Lynn Hall  
Date Here Insert Name and Title of the Officer

personally appeared Joshua Mann  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kimera Lynn Hall  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

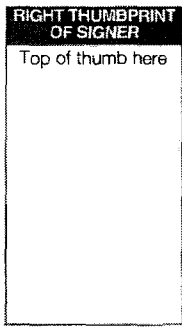
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

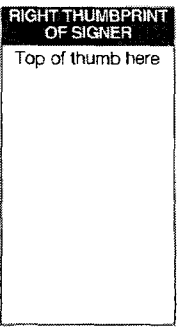
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

MERGER NO. 2012-03

OWNERS:

NAME (Print or type)	SIGNATURE (All to be notarized)	DATE	SIGNED AT (City)
<u>Patricia Hill Thomas</u>	<u><i>Patricia Hill Thomas</i></u>	<u>5/30/2012</u>	<u>Modesto, CA</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

MERGER NO. 2012-03

SECURITY HOLDERS:

OWNERS:

NAME (Print or type)	SIGNATURE (All to be notarized)	DATE	SIGNED AT (City)
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

**ACKNOWLEDGMENT**

State of California

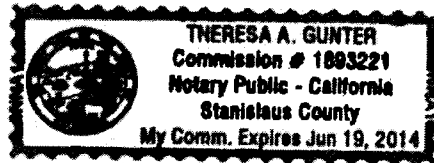
County of STANISLAUS

On MAY 30, 2012 before me, THERESA A. GUNTER NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared PATRICIA HILL THOMAS  
who proved to me on the basis of satisfactory evidence to be the pers on(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the pers on(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *THA* (Seal)

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document  
and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: CERTIFICATE OF MERGER

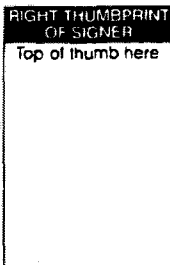
Document Date: MAY 3, 2012 Number of Pages: 2

Signer(s) Other Than Named Above: Ø

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

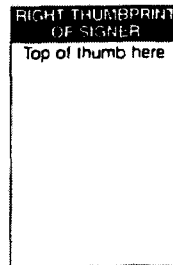
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PRIOR TO MERGER**


ALL that certain real property situate in the County of Stanislaus, State of California, lying within a portion of the Southwest Quarter of Sections 16, Township 4 South, Range 9 East, Mount Diablo Meridian, described as follows:

Parcel "C" and Parcel "D" as shown on that certain map filed in the Office of the Recorder of the County of Stanislaus on June 1, 1995 in Book 47 of Parcel Maps at Page 24.

Parcel 3 as shown on that map filed in the Office of the Recorder of the County of Stanislaus on September 25, 1992 in Book 45 of Parcel Maps at page 36.

CONTAINING 126.53 acres inclusive, more or less.



  
Dave L. Skidmore, L.S. 7126  
5/3/12

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**AFTER MERGER**

ALL that certain real property situate in the County of Stanislaus, State of California, lying within a portion of the Southwest Quarter of Sections 16, Township 4 South, Range 9 East, Mount Diablo Meridian, described as follows:

**PARCEL 4:**

Parcel "C" together with Parcel "D" as shown on that certain map filed in the Office of the Recorder of the County of Stanislaus on June 1, 1995 in Book 47 of Parcel Maps at Page 24.


Also together with Parcel 3 as shown on that map filed in the Office of the Recorder of the County of Stanislaus on September 25, 1992 in Book 45 of Parcel Maps at page 36.

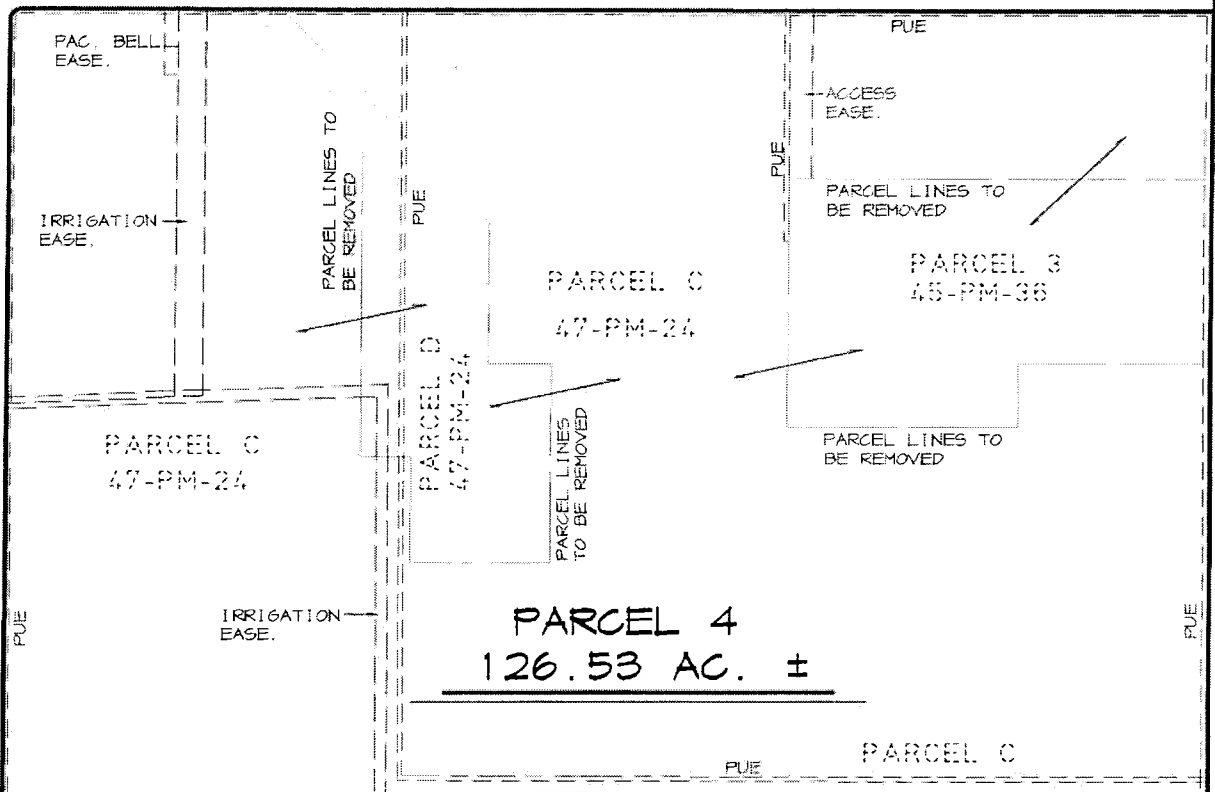
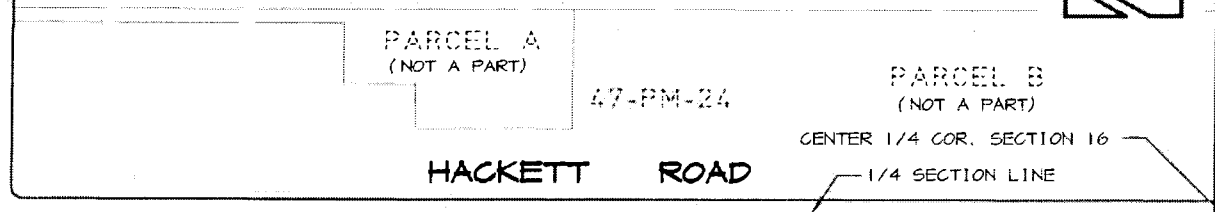
CONTAINING 126.53 acres, more or less.

SUBJECT to all easements and/or rights of way of record.

**THE above described Parcels of land shall herein after be considered one (1) parcel of land.**

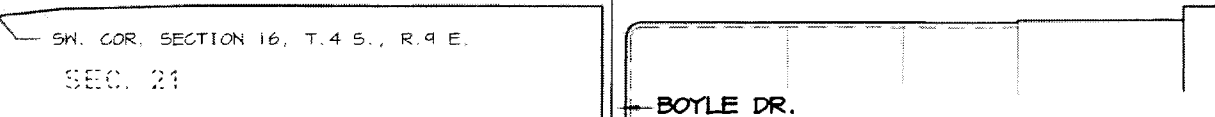
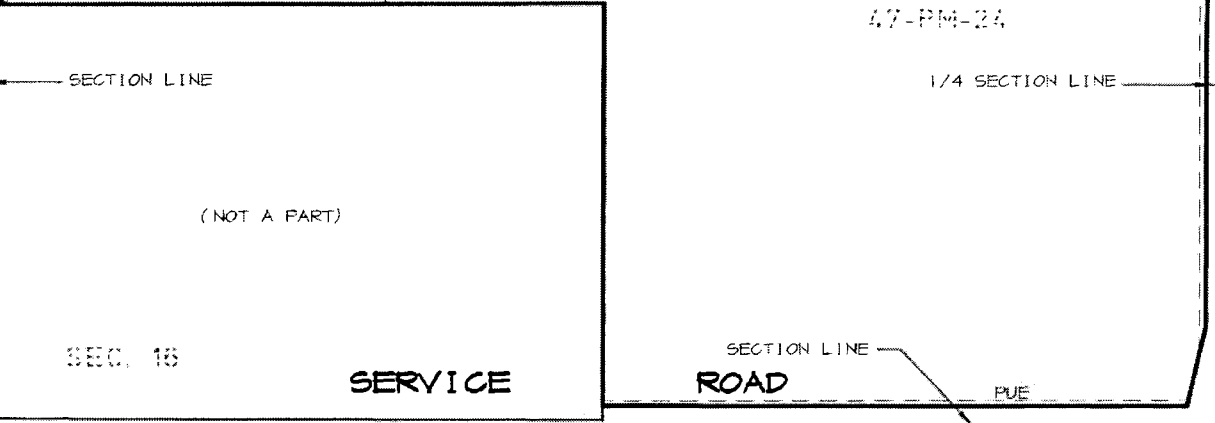


  
Dave L. Skidmore, L.S. 7126  
5/3/12



CROWS LANDING ROAD

TIDEWATER SOUTHERN RAILROAD



DRAWN:	DL5
DATE:	2/16/12
SCALE:	1"=400'
JOB #:	823C-12
DWG:	EXC

**EXHIBIT "C"**

PARCEL MERGER

BEING A PORTION OF THE SOUTHWEST 1/4  
OF SECTION 16, T.4 S., R.9 E., M.D.M.  
STANISLAUS COUNTY CALIFORNIA



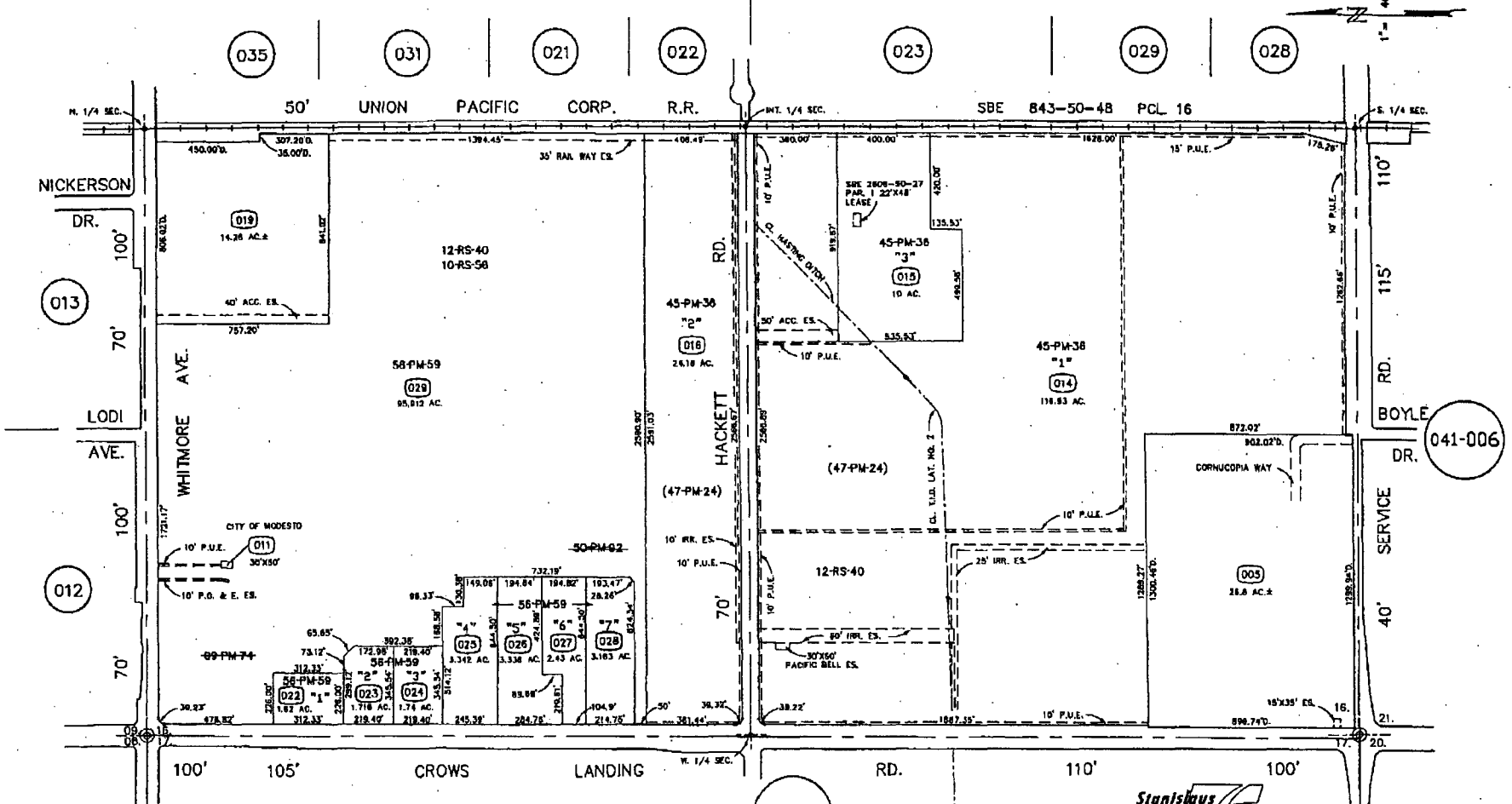
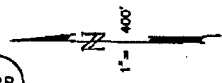
**ASSOCIATED  
ENGINEERING  
GROUP**

4205 TECHNOLOGY DRIVE, SUITE 4, MODESTO, CA 95356  
PHONE: (209) 545-3390 FAX: (209) 545-3875 www.assoceng.com



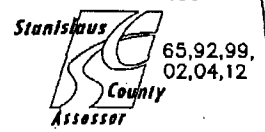
W. 1/2 SECTION 16 T.4S. R.9E. M.D.B.& M.

THIS MAP FOR ASSESSMENT PURPOSES ONLY  
 054 007  
 054 042  
 086 - 015



FROM: H-44, 058-054  
 DRAWN: 10-19-64  
 REVISED: 08-19-91, 12-19-98, 08-18-01 MF, 02-18-02 DH, 04-03-02 MF,  
 04-11-03 DH, 08-27-04 NB, 03-14-05 DH, 03-21-11 (V) MB

Copyright 2001 Stanislaus County-All rights reserved



65,92,99,  
 02,04,12

086 - 015

47-PM-24

Description: Stanislaus, CA Parcel Map 47.24 Page: 1 of 3  
Order: asa Comment:

**OWNER'S STATEMENT:**

BE THE UNDERSIGNED PERSON STATE THAT HE IS THE OWNER OF, OR HAS SOME OTHER TITLE OR INTEREST IN RECORD IN THE LAND SHOWN ON THIS PARCEL MAP AND HE CONSENTS TO THE SOUND AND PLANE OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY.

OWNER: THE COUNTY OF STANISLAUS, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

Reagan M. Wilson 6/1/95  
Reagan M. Wilson DATE

LESSEE: THE STANISLAUS COUNTY CAPITAL IMPROVEMENT FUNDING AUTHORITY

Reagan M. Wilson 6/1/95  
Reagan M. Wilson DATE

**NOTARY'S STATEMENT:**

STATE OF CALIFORNIA  
COUNTY OF STANISLAUS

ON 6-1-95 1995, BEFORE ME, Jeanne Van Savage  
NOTARY PUBLIC IN FOR AND STATE, PERSONALLY APPEARED  
Reagan M. Wilson

PERSONALLY KNOWN TO ME OR FOUND TO BE ON THE BASIS OF SUBSCRIBED EVIDENCE TO BE THE PERSON(S) WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN FREEDOM FROM UNLAWFUL CONSTRAINTS AND NOT BY UNDUE INFLUENCE, UNLAWFUL COERCION OF THE INSTRUMENT THE PERSON(S) OF THE SIGNER UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: Jeanne Van Savage

PRINTED NAME: Jeanne Van Savage

MY COMMISSION EXPIRES May 7 1997

PRINCIPAL COUNTY OF BUSINESS Stanislaus

**PARCEL MAP**

ALL OF PARCEL "1" & "2"  
AS SHOWN IN BOOK 45 OF PARCEL MAPS AT  
PAGE 38, STANISLAUS COUNTY RECORDS AND  
LYING IN THE WEST HALF OF SECTION 18,  
TOWNSHIP 4 SOUTH, RANGE 9 EAST M.D.M.

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS COMPILED FROM RECORD DATA IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF THE COUNTY OF STANISLAUS IN 1995

DATED THIS 12 DAY OF JUNE 1995

Laurence F. Pollard  
LAURENCE F. POLLARD REG. NO. 25418



**COUNTY SURVEYOR'S STATEMENT:**

THIS IS TO CERTIFY THAT THE ACCOMPANYING MAP HAS BEEN DRAWN AND IS TECHNICALLY CORRECT.

DATED THIS 12 DAY OF JUNE 1995

James W. Smith  
JAMES W. SMITH REG. NO. 25077 Expires Dec 7, 1997

**RECORDER'S STATEMENT:**

FILED THIS 1 DAY OF JUNE 1995 AT 12:30 PM  
IN BOOK 47 OF PARCEL MAPS, AS PAGE 24  
AT THE REQUEST OF COUNTY OF STANISLAUS # 42780

FEE: \$ 0

MURRY HAYES  
COUNTY RECORDER OF  
STANISLAUS COUNTY, CALIFORNIA

Pat Smith, Not Recorder  
DEPUTY

SHEET 1 OF 2

47-PM-24

47-PM-24

# PARCEL MAP

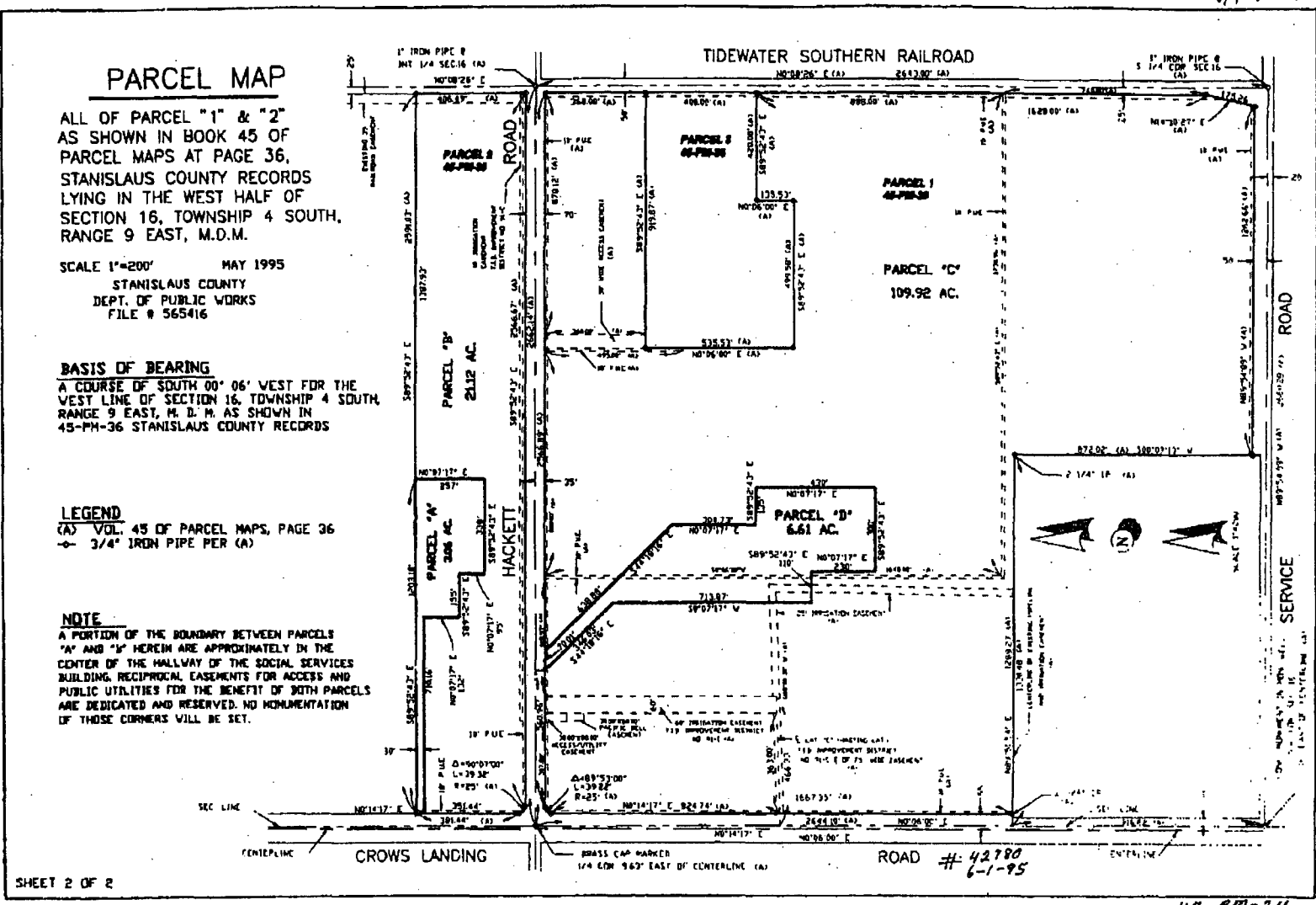
ALL OF PARCEL "1" & "2" AS SHOWN IN BOOK 45 OF PARCEL MAPS AT PAGE 36, STANISLAUS COUNTY RECORDS LYING IN THE WEST HALF OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 9 EAST, M.D.M.

SCALE 1"=200' MAY 1995  
STANISLAUS COUNTY  
DEPT. OF PUBLIC WORKS  
FILE # 565416

**BASIS OF BEARING**  
A COURSE OF SOUTH 00° 06' WEST FOR THE WEST LINE OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 9 EAST, M. D. M. AS SHOWN IN 45-PM-36 STANISLAUS COUNTY RECORDS

**LEGEND**  
(A) VOL. 45 OF PARCEL MAPS, PAGE 36  
- 3/4" IRON PIPE PER (A)

**NOTE**  
A PORTION OF THE BOUNDARY BETWEEN PARCELS "A" AND "B" HEREIN ARE APPROXIMATELY IN THE CENTER OF THE HALLWAY OF THE SOCIAL SERVICES BUILDING. RECIPROCAL EASEMENTS FOR ACCESS AND PUBLIC UTILITIES FOR THE BENEFIT OF BOTH PARCELS ARE DEDICATED AND RESERVED. NO MONUMENTATION OF THOSE CORNERS WILL BE SET.



SHEET 2 OF 2

47-PM-24

Description: Stanislaus, CA Parcel Map 47.24 Page: 2 of 3  
Order: aaa Comment:

47-PM-24

# PARCEL MAP

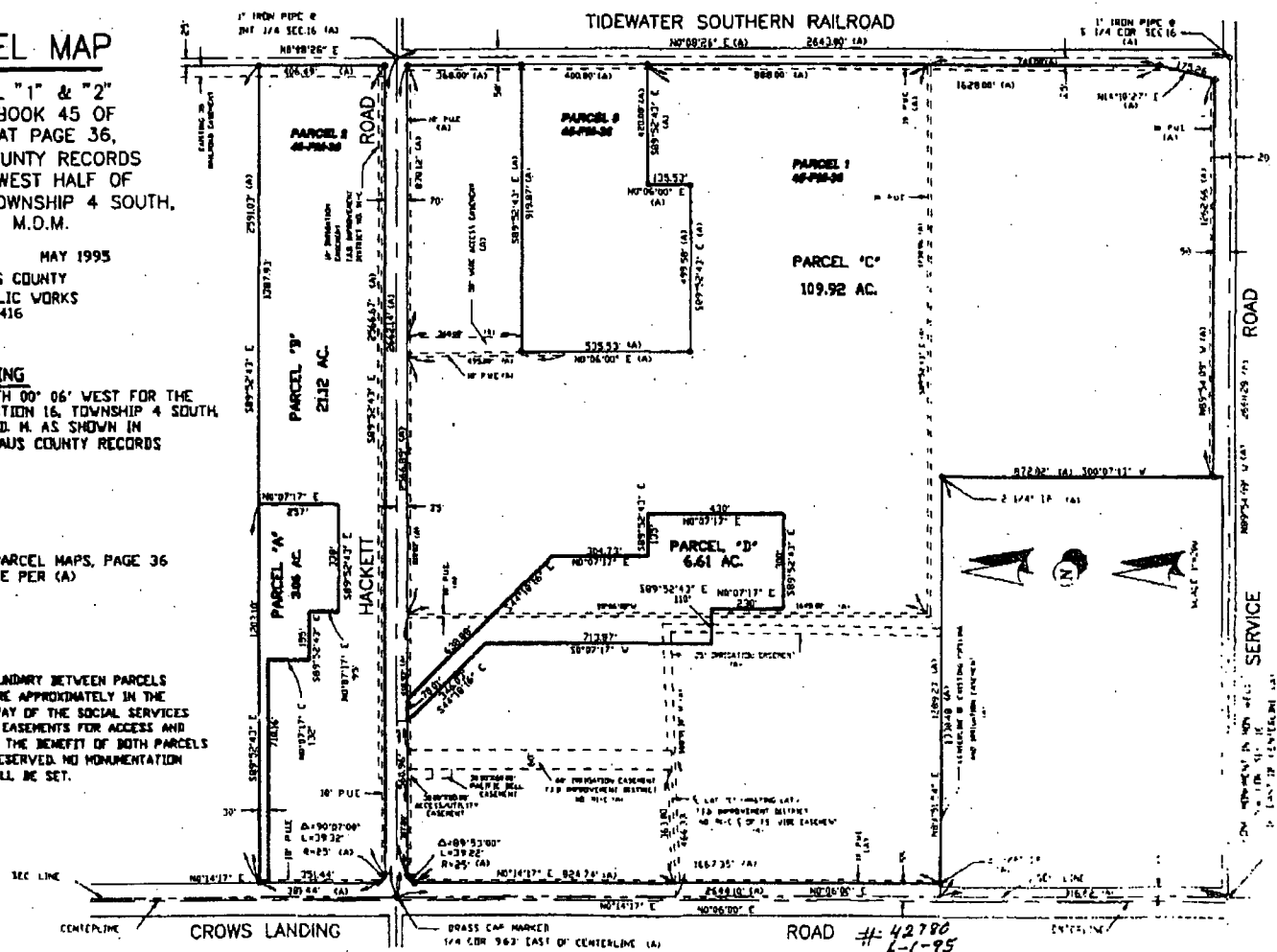
ALL OF PARCEL "1" & "2" AS SHOWN IN BOOK 45 OF PARCEL MAPS AT PAGE 36, STANISLAUS COUNTY RECORDS LYING IN THE WEST HALF OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 9 EAST, M.D.M.

SCALE 1"=200' MAY 1995  
STANISLAUS COUNTY  
DEPT. OF PUBLIC WORKS  
FILE # 365416

**BASIS OF BEARING**  
A COURSE OF SOUTH 00° 06' WEST FOR THE WEST LINE OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 9 EAST, M. D. H. AS SHOWN IN 45-PH-36 STANISLAUS COUNTY RECORDS

**LEGEND**  
(A) VOL. 45 OF PARCEL MAPS, PAGE 36  
- 3/4" IRON PIPE PER (A)

**NOTE**  
A PORTION OF THE BOUNDARY BETWEEN PARCELS "A" AND "B" HEREIN ARE APPROXIMATELY IN THE CENTER OF THE HALLWAY OF THE SOCIAL SERVICES BUILDING. RECIPROCAL EASEMENTS FOR ACCESS AND PUBLIC UTILITIES FOR THE BENEFIT OF BOTH PARCELS ARE DEDICATED AND RESERVED. NO MONUMENTATION OF THOSE CORNERS WILL BE SET.



SHEET 2 OF 2

47-PM-24

Description: Stanislaus, CA Parcel Map 47.24 Page: 3 of 3  
Order: aaa Comment:

Recording requested by:  
Stanislaus County  
Chief Executive Office  
Attn: Patricia Hill Thomas

And when recorded mail this deed and tax statements  
to:  
1010 10th Street, Suite 6800  
Modesto, CA 95354

Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
DOC- 2013-0083598-00  
Acct 402-Counter Customers  
Wednesday, OCT 02, 2013 12:31:40  
Ttl Pd \$0.00 Rcpt # 0003439459  
OVP/R2/1-1

**QUIT CLAIM DEED**

TRA:001-113

APN:086-015-030

this transfer is exempt from the documentary transfer tax  
 the documentary transfer tax is \$0 and is computed on  
 the full value of the interest or property conveyed  
 the full value less the liens or encumbrances remaining  
thereon at the time of sale  
The property is located in an unincorporated area

For a valuable consideration, receipt of which is hereby acknowledged,

To wit: \$10,000.00

**KATHRYN N. BEASLEY**

Hereby quitclaims to **STANISLAUS COUNTY**

The following real property in an **unincorporated area** of **STANISLAUS COUNTY, STATE OF CALIFORNIA:**

Assessor/Parcel Number:

Commonly known as:

Legal Description: County of Stanislaus, State of California, 50% of the mineral rights in and to the following described real property:

Parcel No. 1: All that portion of the Northwest quarter of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base & Meridian, described as: BEGINNING at a point 26.65 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21, said Township & Range; thence along East line of County Road, North 0°25' West 13.35 chains, more or less, to the North line of the Southwest quarter of Section 16; thence East along the North line of said Southwest quarter, 20 chains, more or less, to quarter line in Southwest quarter of said Section 16; running North and South; thence South along said line 12.943 chains, more or less to center line of ditch; thence South 87°33' West 19.73 chains along center line of ditch to point of beginning.

Parcel No. 2: All that portion of the West half of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base & Meridian, described as: BEGINNING at a point 13.89 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21, in said Township & Range, thence along the East side of the County Road North 0° 25' West 12.76 chains to the center of a ditch; thence along the center of said ditch North 87° 33' East 19.73 chains; thence South 0°23' East 11.19 chains to the center of a ditch; thence along the center of said ditch South 89°23' West 19.20 chains to the point of beginning.

Date:

7-31-13

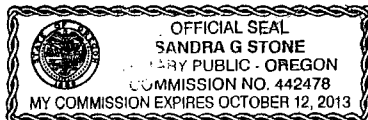
*K. Beasley*

Signature of declarant **K. Beasley**  
(aka Kathryn N. Beasley)

STATE OF OREGON  
COUNTY OF Multnomah

On July 31, 2013, before me, SANDRA G. STONE, personally appeared KATHRYN N. BEASLEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL



*Sandra G Stone*  
Notary public for Oregon

1 WP

Recording requested by:  
Stanislaus County  
Chief Executive Office  
Attn: Patricia Hill Thomas

And when recorded mail this deed and tax statements  
to:  
1010 10th Street, Suite 6800  
Modesto, CA 95354

Stanislaus County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2013-0083599-00**

Acct 402-Counter Customers  
Wednesday, OCT 02, 2013 12:33:18  
Ttl Pd \$0.00 Rcpt # 0003439460  
OVP/R2/1-1

**QUIT CLAIM DEED**

TRA: 001-113

APN: 086-015-030

this transfer is exempt from the documentary transfer tax  
 the documentary transfer tax is \$ 0 and is computed on  
     the full value of the interest or property conveyed  
     the full value less the liens or encumbrances remaining  
    thereon at the time of sale  
The property is located in an unincorporated area.

For a valuable consideration, receipt of which is hereby acknowledged, To wit: \$10,000.00

**Geraldine Beasley**

Hereby quitclaims to **STANISLAUS COUNTY**

The following real property in an **unincorporated area** of **STANISLAUS COUNTY, STATE OF CALIFORNIA:**

Assessor/Parcel Number:

Commonly known as:

Legal Description: County of Stanislaus, State of California, 50% of the mineral rights in and to the following described real property:

Parcel No. 1: All that portion of the Northwest quarter of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base & Meridian, described as: BEGINNING at a point 26.65 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21, said Township & Range; thence along East line of County Road, North 0°25' West 13.35 chains, more or less, to the North line of the Southwest quarter of Section 16; thence East along the North line of said Southwest quarter, 20 chains, more or less, to quarter line in Southwest quarter of said Section 16; running North and South; thence South along said line 12.943 chains, more or less to center line of ditch; thence South 87°33' West 19.73 chains along center lin

e of ditch to point of beginning.

Parcel No. 2: All that portion of the West half of the Southwest quarter of Section 16, Township 4 South, Range 9 East, Mount Diablo Base & Meridian, described as: BEGINNING at a point 13.89 chains North and 30 feet East of the corner common to Sections 16, 17, 20 and 21, in said Township & Range, thence along the East side of the County Road North 0° 25' West 12.76 chains to the center of a ditch; thence along the center of said ditch North 87° 33' East 19.73 chains; thence South 0°23' East 11.19 chains to the center of a ditch; thence along the center of said ditch South 89°23' West 19.20 chains to the point of beginning.

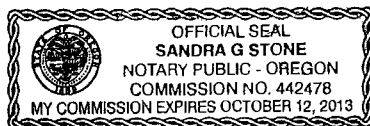
Date:

Geraldine Beasley  
Signature of declarant **Geraldine Beasley**

STATE OF OREGON  
COUNTY OF Multnomah

On July 31, 2013, before me, SANDRA G. STONE, personally appeared Geraldine Beasley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL



Sandra G Stone  
Notary public for Oregon

1110

"Butler, Michael@DGS" <Michael.Butler@dgs.ca.gov> 9/25/2013 6:34 PM >>>

Hi Patty,

Good question! It is my understanding that an appraisal is only necessary when reporting the land-only value of the proposed project site as part of the county's in-kind contribution (ref. SB-1022 RFP 07/23/2013, pg. 19).

Additionally, regarding the Real Estate Due Diligence Preference Criterion, an appraisal is only required if the County elects to utilize the proposed project site land-only value as part of its county contribution, as detailed in the SB 1022 Proposal Form, Budget Summary Table (ref. SB-1022 Real Estate Due Diligence Preference Criterion Due Diligence Package Submission Requirements and Checklist, pg. 2).

Sincerely,

Mike B.

**Michael Butler**

Assistant Branch Chief  
Professional Services Branch  
Real Estate Services Division

**Phone** 916.375.4152

**Fax** 916.375.4149

**Email** [michael.butler@dgs.ca.gov](mailto:michael.butler@dgs.ca.gov)

---

**From:** Patricia Hill Thomas [mailto:thomasp@stancounty.com]

**Sent:** Wednesday, September 25, 2013 10:28 AM

**To:** michael.scott@bcss.ca.gov; Butler, Michael@DGS; Benson, Stephen

**Cc:** Joshua Ewen; Jim Kwartz; Darrell Long

**Subject:** Quick SB 1022 Question...

Good morning all,

I have a quick and important question regarding the SB 1022 application.

As you know so well since working with us on the Stanislaus County AB 900 Phase II Project and our Public Safety Center.

We do plan to place the SB 1022 Project (If we are so fortunate to be awarded funding) at the County owned Public Safety Center.

We weren't planning to use land value as match, but rather use cash.

**Do we still need to have the property appraised?**

Thank you,

Patty

*Patricia Hill Thomas*  
*Chief Operations Officer*  
209.609.4334

*----- Let Us Know How We Are Doing -----*

*Please take a moment and complete the Customer Satisfaction Survey by clicking on the following link:*

<http://www.co.stanislaus.ca.us/SurveyChoice.htm>





**CHIEF EXECUTIVE OFFICE**

**Stan Risen**  
**Interim Chief Executive Officer**

**Patricia Hill Thomas**  
**Chief Operations Officer/  
Assistant Executive Officer**

**Keith D. Boggs**  
**Assistant Executive Officer**

1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354  
Post Office Box 3404, Modesto, CA 95353-3404

Phone: 209.525.6333 Fax 209.544.6226

**DATE**

Project Manager  
Department of Corrections and Rehabilitation  
Facilities Management Division  
Asset Management Branch  
9838 Old Placerville Road, Suite B  
Sacramento, California 95827

**Subject: Stanislaus County SB 1022 Project**  
**Re-Entry and Enhanced Alternatives to Custody Training (REACT) Facility**  
**Reference: Records Search Documents**

Dear Project Manager:

In reference to the Stanislaus County REACT Project located at 200 E. Hackett Road in Ceres, California, I hereby make the following certification as to the Records Search:

I hereby certify that as of the date of this letter and to the best of my knowledge, there are no recorded or unrecorded documents other than those which are included in the preliminary report and title documents provided herein under the tabs "Preliminary Report" and "Title Documents". This includes vesting documents, mineral interests, deeds, easements, quit claims, purchase contracts, real estate agreements, title insurance policies, maps, legal descriptions, leases, memorandums of lease, lease termination statements, contracts, Uniform Commercial Code filings, and other legal documents affecting the Greater Parcel Area from sources such as the title company for documents filed with the with the County Recorder's Office or County files.

Respectfully Submitted,

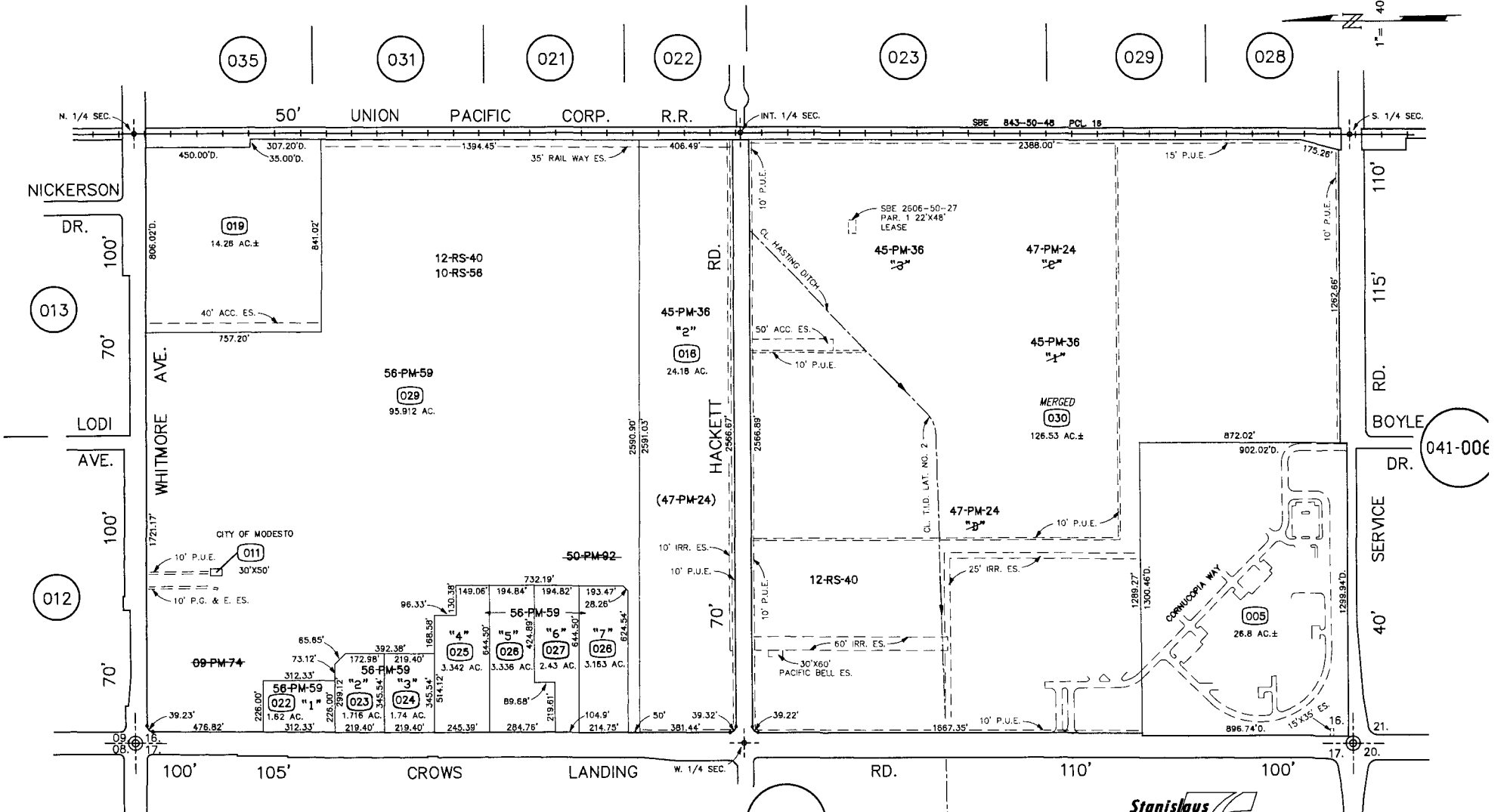
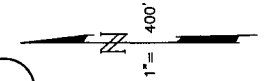
Patricia Hill Thomas  
Chief Operations Officer / Assistant Executive Officer  
Stanislaus County Chief Executive Office

W. 1/2 SECTION 16 T.4S. R.9E. M.D.B.& M.

THIS MAP FOR  
ASSESSMENT PURPOSES ONLY

054 007  
054 042

086 - 015



FROM: H-44, 056-054  
DRAWN: 10-19-64  
REVISED: 08-19-91, 12-19-98, 06-18-01 MF, 02-18-02 DH, 04-03-02 MF,  
04-11-03 DH, 08-27-04 MB, 03-14-05 DH, 03-21-11 (V)MB, 6-21-12 MF

056-055

**Stanislaus**  
**County**  
Assessor  
65,92,99,02  
04,12,13

086 - 015



**CHIEF EXECUTIVE OFFICE**

**Stan Risen**  
**Interim Chief Executive Officer**

**Patricia Hill Thomas**  
**Chief Operations Officer/  
Assistant Executive Officer**

**Keith D. Boggs**  
**Assistant Executive Officer**

1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354  
Post Office Box 3404, Modesto, CA 95353-3404

Phone: 209.525.6333 Fax 209.544.6226

DATE

Matt Keefe  
Department of General Services  
Real Property Services Section  
707 Third Street, 5<sup>th</sup> Floor  
West Sacramento, CA 95605

**Subject: Stanislaus County SB 1022 Project**  
**Re-Entry and Enhanced Alternatives to Custody Training (REACT) Facility**  
**Reference: Real Estate Due Diligence Greater Parcel Unrecorded Rights Certification**

Dear Mr. Keefe:

In reference to the SB 1022 REACT Project, in the incorporated City of Ceres, County of Stanislaus, State of California, I hereby make the following certification as to Unrecorded Rights:

In accordance with the County SB 1022 Real Estate Due Diligence Package Submission Checklist (DGS SB 1022 DD Checklist [July 18, 2013]), I hereby certify that as of the date of this letter and to the best of my knowledge, there are no unrecorded rights that encumber or may otherwise affect the intended use and/or occupancy of the Greater Parcel Area.

Respectfully submitted,

Patricia Hill Thomas  
Chief Operations Officer /  
Assistant Executive Officer



**CHIEF EXECUTIVE OFFICE**

**Stan Risen**  
**Interim Chief Executive Officer**

**Patricia Hill Thomas**  
**Chief Operations Officer/  
Assistant Executive Officer**

**Keith D. Boggs**  
**Assistant Executive Officer**

1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354  
Post Office Box 3404, Modesto, CA 95353-3404

Phone: 209.525.6333 Fax 209.544.6226

DATE

Matt Keefe  
Department of General Services  
Real Property Services Section  
707 Third Street, 5<sup>th</sup> Floor  
West Sacramento, CA 95605

**Subject: Stanislaus County SB 1022 Project  
Re-Entry and Enhanced Alternatives to Custody Training (REACT) Facility**  
**Reference: Real Estate Due Diligence Greater Parcel Unrecorded Rights Certification**

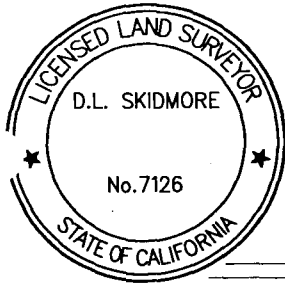
Dear Mr. Keefe:

In reference to the SB 1022 REACT Project, in the incorporated City of Ceres, County of Stanislaus, State of California, I hereby make the following certification as to Unrecorded Rights:

In accordance with the County SB 1022 Real Estate Due Diligence Package Submission Checklist (DGS SB 1022 DD Checklist [July 18, 2013]), I hereby certify that as of the date of this letter and to the best of my knowledge, there are no unrecorded rights that encumber or may otherwise affect the intended use and/or occupancy of the Greater Parcel Area.

Respectfully submitted,

Adam Christianson  
Sheriff-Coroner



# TITLE EXCEPTIONS MAP

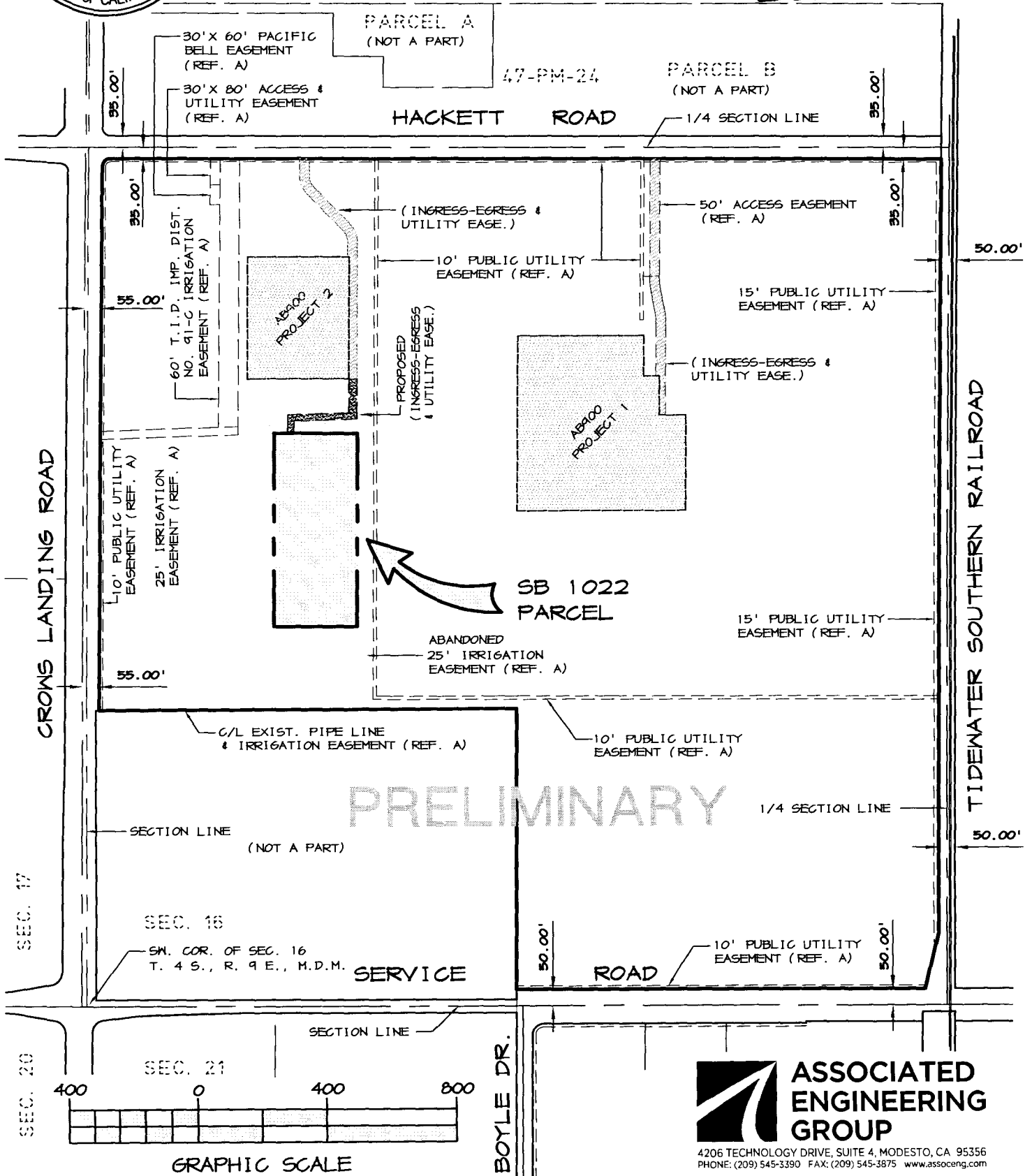
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN. CITY OF CERES, COUNTY OF STANISLAUS, STATE OF CALIFORNIA

REFERENCES:

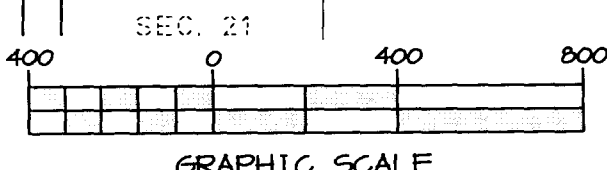
(A) BK. 47, PARCEL MAPS, PG. 24, S.C.R.



**DRAFT**



PRELIMINARY



**ASSOCIATED ENGINEERING GROUP**  
 4206 TECHNOLOGY DRIVE, SUITE 4, MODESTO, CA 95356  
 PHONE: (209) 545-3390 FAX: (209) 545-3875 www.assoceng.com

# California Environmental Quality Act (CEQA)

## Notice of Exemption

**STANISLAUS COUNTY**  
DEPARTMENT OF PLANNING AND  
COMMUNITY DEVELOPMENT  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, California 95354

---

### NOTICE OF EXEMPTION

---

**Project Title:** Stanislaus County Public Safety Center (PSC) -- REACT Center (SB 1022)

**Applicant Information:** Stanislaus County Chief Executive Office/1010 10<sup>th</sup> Street, Suite 6800/Modesto, CA 95354/(209) 525-6333

**Project Location:** 200-450 Hackett Road, City of Ceres (just east of Crows Land Road and north of Service Road), Stanislaus County. APN 086-015-030

**Description of Project:** Construction of a Re-Entry and Enhance Alternatives to Custodial Training (REACT) Center at the existing Stanislaus County Public Safety Center (PSC). The PSC is located on a 126.53 acre County-owned property. See attached project description.

**Name of Agency Approving Project:** Stanislaus County Board of Supervisors

**Lead Agency Contact Person:** Angela Freitas, Director

**Telephone:** (209) 525-6330

**Exempt Status:** (check one)

- Ministerial (Section 21080(b)(1); 15268);
- Declared Emergency (Section 21080(b)(3); 15269(a));
- Emergency Project (Section 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: \_\_\_\_\_
- Statutory Exemptions. State code number: \_\_\_\_\_
- General Exemption.

**Reasons why project is exempt:** State the reason the project is exempt - required to support findings

The features of this project are consistent with the parameters and assumptions used in previous CEQA analysis of the PSC, including the 2011 West Landing Specific Plan (WLSP) Environmental Impact Report (EIR). The project is part of the larger master planned PSC recognized by the City of Ceres' general plan and zoning designations of "Community Facilities" assessed in the WLSP EIR. The previous CEQA analysis of the PSC has shown that this project will not cause a significant effect on the environment and, as such, is not subject to further CEQA review in accordance with Section 15061(b)(3). See attached project description.

## **STANISLAUS COUNTY PUBLIC SAFETY CENTER REACT CENTER (SB 1022) PROJECT DESCRIPTION**

This project will construct a Re-Entry and Enhanced Alternatives to Custodial Training (REACT) Center, which includes offender housing with Program and Administrative space within the footprint of the County's existing Public Safety Center (PSC) located at the northeast corner of Crows Landing Road and Service Road, in the City of Ceres. The project site is located on a 126.53 acre parcel with a City of Ceres general plan designation and zoning of "Community Facilities".

The REACT Center project will include up to 288 transitional housing facilities for up to 288 adult offenders, a security administration (control) center and all necessary circulation and common space. The facility will include Re-Entry and Jail Alternatives Administration. The proposed project will be dependent on the existing, adjacent facilities for several core operational components, including kitchen and laundry services; offender intake, release, and transportation and staff support space. The facilities are expected to be approximately 60,000 square feet.

The housing units will include a secure sally port entry, security control room, video visitation cubicles, showers, secure dayrooms, outdoor recreation space, re-therm kitchen, and numerous programs and training rooms. The housing units will also include program services space for adult education, religious services, counseling, self-help classes, mental health evaluations/classes, and other life-skills and job/career preparatory programs to help reduce recidivism and assist with rehabilitation.

The REACT project will provide services to the offender population under the Sheriff's jurisdiction, including post-release and out of custody/monitored release. The Project will include a public lobby and reception area, administration space, a processing area, classrooms, a multipurpose room and counseling rooms.

This project will include, but is not limited to, electrical, plumbing, mechanical, computerized heating, ventilation, air conditioning, security and fire protection systems. Approximately 60 parking spaces will be provided as part of this project for both staff and visitor parking. The maximum number of staffing and visitors, at any one time, are estimated to be 30 and 15, respectively. This project will also include all necessary and appropriate security fencing.

The PSC is part of 175.5 acres of County facilities annexed by the City of Ceres in June 2012 as part of the larger West Landing Specific Plan (WLSP) area. The PSC is currently developed with 918 beds and a total of up to 552 additional beds have already been approved but are not yet constructed (a total of 1,470 beds). With this project, the total number of PSC beds will be approximately 1,758. The certified Environmental Impact Report (EIR) for the WLSP



## **SB 1022 Project Description**

anticipated expansion of the PSC to a maximum of 1,892 beds, development beyond that which is being proposed, and no impacts associated directly with the proposed expansion were identified.

In addition to the most recent WLSP EIR, the PSC has been subject to several previous and substantial California Environmental Quality Act (CEQA) reviews. Those CEQA reviews include the 1989 Environmental Impact Report (EIR) for the original PSC Master Plan, 1990 supplemental EIR for the PSC, and a Mitigated Negative Declaration for the 2011 Master Plan Update (AB 900 expansion) certified on June 5, 2012. The proposed project falls within the parameters and assumptions used in previous CEQA reviews. The location of the project site is not in a sensitive environment and remains in the same condition as analyzed in previous CEQA reviews. The most recent WLSP EIR considered cumulative impacts with the PSC at a maximum bed capacity greater than this project and there are no unusual circumstances surrounding this project.

In accordance with adopted fee programs, the project will contribute its fair share towards cumulative traffic and circulation impacts in the WLSP area through the payment of the Local Traffic Impact Mitigation Fee that is imposed on all new development within the area. As required of the existing PSC, this project will incorporate the installation of backflow preventers to the City of Ceres' water supply system.

Based on the previous CEQA review of the PSC and the projects consistency with the general plan designation and zoning of "Community Facilities" analyzed in the certified WLSP EIR, there is certainty that this project will not have a significant effect on the environment and, as such, is not subject to further CEQA review (CEQA Guidelines Section 15061(b)(3)).

FILED

12 JUN -5 PM 2: 23

STANISLAUS CO. CLERK-RECORDER

Isabel Romero

BY DEPUTY

STANISLAUS COUNTY  
DEPARTMENT OF PLANNING AND  
COMMUNITY DEVELOPMENT  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, California 95354

**NOTICE OF DETERMINATION**

Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code

**Project Title:** Stanislaus County Public Safety Center Expansion (State Clearinghouse No. 2012022064)

**Applicant Information:** Stanislaus County Chief Executive Office / 1010 10<sup>th</sup> Street, Suite 6800 / Modesto, CA 95354 / (209) 525-6333

**Project Location:** 200 – 450 Hackett Road, in the Ceres area (just east of Crows Landing and north of Service Road), Stanislaus County, APN: 086-015-014 and 015

**Description of Project:** Request to expand the existing Stanislaus County Public Safety Center inclusive of a jail expansion, related support facilities, and a new Community Corrections Center. The overall expansion would include an additional 648 beds and 116 additional staff located within approximately 234,388 square feet of new construction. Additionally, the project envisions buildout of an updated Master Plan that would include a maximum of 1,374 beds and support facilities within approximately 591,347 square feet. The facility is located on a 126.53± acre County-owned property.

**Name of Agency Approving Project:** Stanislaus County Board of Supervisors

**Lead Agency Contact Person:** Angela Freitas, Interim Director

**Telephone:** (209) 525-6330

This is to advise that the Stanislaus County Board of Supervisors on June 5, 2012, has approved the above described project and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

The Mitigated Negative Declaration and record of project approval may be examined at:  
Stanislaus County Department of Planning and Community Development  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, California 95354

3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project.
5. A statement of Overriding Considerations was not adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

RECEIVED  
JUN 06 2012  
STATE CLEARING HOUSE

RECEIVED

OCT 16 2013

STATE CLEARING HOUSE

STANISLAUS COUNTY  
DEPARTMENT OF PLANNING AND  
COMMUNITY DEVELOPMENT  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, California 95354

---

### NOTICE OF EXEMPTION

---

**Project Title:** Stanislaus County Public Safety Center (PSC) – REACT Center (SB 1022)

**Applicant Information:** Stanislaus County Chief Executive Office/1010 10<sup>th</sup> Street, Suite 6800/Modesto, CA 95354/(209) 525-6333

**Project Location:** 200-450 Hackett Road, City of Ceres (just east of Crows Land Road and north of Service Road), Stanislaus County. APN 086-015-030

**Description of Project:** Construction of a Re-Entry and Enhance Alternatives to Custodial Training (REACT) Center at the existing Stanislaus County Public Safety Center (PSC). The PSC is located on a 126.53 acre County-owned property. See attached project description.

**Name of Agency Approving Project:** Stanislaus County Board of Supervisors

**Lead Agency Contact Person:** Angela Freitas, Director

**Telephone:** (209) 525-6330

**Exempt Status:** (check one)

- Ministerial (Section 21080(b)(1); 15268);
- Declared Emergency (Section 21080(b)(3); 15269(a));
- Emergency Project (Section 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: \_\_\_\_\_
- Statutory Exemptions. State code number: \_\_\_\_\_
- General Exemption.

**Reasons why project is exempt:** State the reason the project is exempt - required to support findings

The features of this project are consistent with the parameters and assumptions used in previous CEQA analysis of the PSC, including the 2011 West Landing Specific Plan (WLSP) Environmental Impact Report (EIR). The project is part of the larger master planned PSC recognized by the City of Ceres' general plan and zoning designations of "Community Facilities" assessed in the WLSP EIR. The previous CEQA analysis of the PSC has shown that this project will not cause a significant effect on the environment and, as such, is not subject to further CEQA review in accordance with Section 15061(b)(3). See attached project description.

State of California—Natural Resources Agency  
 DEPARTMENT OF FISH AND WILDLIFE  
**2013 ENVIRONMENTAL FILING FEE CASH RECEIPT**

RECEIPT#	<b>437691</b>
STATE CLEARING HOUSE # (if applicable)	

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY	Stan Co Public Safety Center (PSC)			DATE	10-16-13
COUNTY/STATE AGENCY OF FILING	Stanislaus County			DOCUMENT NUMBER	13-091
PROJECT TITLE	Stanislaus County Public Safety Center (PSC) - REACT Center (SB1022)				
PROJECT APPLICANT NAME	Angela Freitas			PHONE NUMBER	(209) 525-6333
PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE		
1010 4th St ste 6800	Modesto	CA	95354		

PROJECT APPLICANT (Check appropriate box):

Local Public Agency    
  School District    
  Other Special District    
  State Agency    
  Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$2,995.25	\$	_____
<input type="checkbox"/> Mitigated/Negative Declaration (ND)(MND)	\$2,156.25	\$	_____
<input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only)	\$850.00	\$	_____
<input type="checkbox"/> Projects Subject to Certified Regulatory Programs (CRP)	\$1,018.50	\$	_____
<input checked="" type="checkbox"/> County Administrative Fee	\$57.00	\$	57.00
<input type="checkbox"/> Project that is exempt from fees			
<input type="checkbox"/> Notice of Exemption			
<input type="checkbox"/> DFW No Effect Determination (Form Attached)			
<input type="checkbox"/> Other		\$	_____

PAYMENT METHOD:

Cash    
  Credit    
  Check    
  Other

TOTAL RECEIVED \$ 57.00

SIGNATURE	<b>X</b> <i>Linda Jackson</i>	TITLE	<i>Legal Clerk</i>
-----------	-------------------------------	-------	--------------------

REC'T # 0003445009  
October 16, 2013 --- 14:09:37

Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office

misc. #13-437691 -

Check Number 100887958  
REQD BY

County Admin Fee \$57.00

Total fee ..... \$57.00

Amount Tendered... \$57.00

Change ..... \$0.00  
OLJ,C2/1/0

FILED

13 OCT 16 PM 2:07

STANISLAUS COUNTY CLERK-RECORDER

Linda Jackson

STANISLAUS COUNTY  
DEPARTMENT OF PLANNING AND  
COMMUNITY DEVELOPMENT  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, California 95354

---

### NOTICE OF EXEMPTION

---

**Project Title:** Stanislaus County Public Safety Center (PSC) – REACT Center (SB 1022)

**Applicant Information:** Stanislaus County Chief Executive Office/1010 10<sup>th</sup> Street, Suite 6800/Modesto, CA 95354/(209) 525-6333

**Project Location:** 200-450 Hackett Road, City of Ceres (just east of Crows Land Road and north of Service Road), Stanislaus County. APN 086-015-030

**Description of Project:** Construction of a Re-Entry and Enhance Alternatives to Custodial Training (REACT) Center at the existing Stanislaus County Public Safety Center (PSC). The PSC is located on a 126.53 acre County-owned property. See attached project description.

**Name of Agency Approving Project:** Stanislaus County Board of Supervisors

**Lead Agency Contact Person:** Angela Freitas, Director

**Telephone:** (209) 525-6330

**Exempt Status:** (check one)

- Ministerial (Section 21080(b)(1); 15268);
- Declared Emergency (Section 21080(b)(3); 15269(a));
- Emergency Project (Section 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: \_\_\_\_\_
- Statutory Exemptions. State code number: \_\_\_\_\_
- General Exemption.

**Reasons why project is exempt:** State the reason the project is exempt - required to support findings

The features of this project are consistent with the parameters and assumptions used in previous CEQA analysis of the PSC, including the 2011 West Landing Specific Plan (WLSP) Environmental Impact Report (EIR). The project is part of the larger master planned PSC recognized by the City of Ceres' general plan and zoning designations of "Community Facilities" assessed in the WLSP EIR. The previous CEQA analysis of the PSC has shown that this project will not cause a significant effect on the environment and, as such, is not subject to further CEQA review in accordance with Section 15061(b)(3). See attached project description.



## STANISLAUS COUNTY PUBLIC SAFETY CENTER REACT CENTER (SB 1022) PROJECT DESCRIPTION

This project will construct a Re-Entry and Enhanced Alternatives to Custodial Training (REACT) Center, which includes offender housing with Program and Administrative space within the footprint of the County's existing Public Safety Center (PSC) located at the northeast corner of Crows Landing Road and Service Road, in the City of Ceres. The project site is located on a 126.53 acre parcel with a City of Ceres general plan designation and zoning of "Community Facilities".

The REACT Center project will include up to 288 transitional housing facilities for up to 288 adult offenders, a security administration (control) center and all necessary circulation and common space. The facility will include Re-Entry and Jail Alternatives Administration. The proposed project will be dependent on the existing, adjacent facilities for several core operational components, including kitchen and laundry services; offender intake, release, and transportation and staff support space. The facilities are expected to be approximately 60,000 square feet.

The housing units will include a secure sally port entry, security control room, video visitation cubicles, showers, secure dayrooms, outdoor recreation space, re-therm kitchen, and numerous programs and training rooms. The housing units will also include program services space for adult education, religious services, counseling, self-help classes, mental health evaluations/classes, and other life-skills and job/career preparatory programs to help reduce recidivism and assist with rehabilitation.

The REACT project will provide services to the offender population under the Sheriff's jurisdiction, including post-release and out of custody/monitored release. The Project will include a public lobby and reception area, administration space, a processing area, classrooms, a multipurpose room and counseling rooms.

This project will include, but is not limited to, electrical, plumbing, mechanical, computerized heating, ventilation, air conditioning, security and fire protection systems. Approximately 60 parking spaces will be provided as part of this project for both staff and visitor parking. The maximum number of staffing and visitors, at any one time, are estimated to be 30 and 15, respectively. This project will also include all necessary and appropriate security fencing.

The PSC is part of 175.5 acres of County facilities annexed by the City of Ceres in June 2012 as part of the larger West Landing Specific Plan (WLSP) area. The PSC is currently developed with 918 beds and a total of up to 552 additional beds have already been approved but are not yet constructed (a total of 1,470 beds). With this project, the total number of PSC beds will be approximately 1,758. The certified Environmental Impact Report (EIR) for the WLSP

## **SB 1022 Project Description**

anticipated expansion of the PSC to a maximum of 1,892 beds, development beyond that which is being proposed, and no impacts associated directly with the proposed expansion were identified.

In addition to the most recent WLSP EIR, the PSC has been subject to several previous and substantial California Environmental Quality Act (CEQA) reviews. Those CEQA reviews include the 1989 Environmental Impact Report (EIR) for the original PSC Master Plan, 1990 supplemental EIR for the PSC, and a Mitigated Negative Declaration for the 2011 Master Plan Update (AB 900 expansion) certified on June 5, 2012. The proposed project falls within the parameters and assumptions used in previous CEQA reviews. The location of the project site is not in a sensitive environment and remains in the same condition as analyzed in previous CEQA reviews. The most recent WLSP EIR considered cumulative impacts with the PSC at a maximum bed capacity greater than this project and there are no unusual circumstances surrounding this project.

In accordance with adopted fee programs, the project will contribute its fair share towards cumulative traffic and circulation impacts in the WLSP area through the payment of the ~~Local Traffic Impact Mitigation Fee~~ that is imposed on all new development within the area. As required of the existing PSC, this project will incorporate the installation of backflow preventers to the City of Ceres' water supply system.

Based on the previous CEQA review of the PSC and the projects consistency with the general plan designation and zoning of "Community Facilities" analyzed in the certified WLSP EIR, there is certainty that this project will not have a significant effect on the environment and, as such, is not subject to further CEQA review (CEQA Guidelines Section 15061(b)(3)).



## **STANISLAUS COUNTY PUBLIC SAFETY CENTER REACT CENTER (SB 1022) PROJECT DESCRIPTION**

This project will construct a Re-Entry and Enhanced Alternatives to Custodial Training (REACT) Center, which includes offender housing with Program and Administrative space within the footprint of the County's existing Public Safety Center (PSC) located at the northeast corner of Crows Landing Road and Service Road, in the City of Ceres. The project site is located on a 126.53 acre parcel with a City of Ceres general plan designation and zoning of "Community Facilities".

The REACT Center project will include up to 288 transitional housing facilities for up to 288 adult offenders, a security administration (control) center and all necessary circulation and common space. The facility will include Re-Entry and Jail Alternatives Administration. The proposed project will be dependent on the existing, adjacent facilities for several core operational components, including kitchen and laundry services; offender intake, release, and transportation and staff support space. The facilities are expected to be approximately 60,000 square feet.

The housing units will include a secure sally port entry, security control room, video visitation cubicles, showers, secure dayrooms, outdoor recreation space, re-therm kitchen, and numerous programs and training rooms. The housing units will also include program services space for adult education, religious services, counseling, self-help classes, mental health evaluations/classes, and other life-skills and job/career preparatory programs to help reduce recidivism and assist with rehabilitation.

The REACT project will provide services to the offender population under the Sheriff's jurisdiction, including post-release and out of custody/monitored release. The Project will include a public lobby and reception area, administration space, a processing area, classrooms, a multipurpose room and counseling rooms.

This project will include, but is not limited to, electrical, plumbing, mechanical, computerized heating, ventilation, air conditioning, security and fire protection systems. Approximately 60 parking spaces will be provided as part of this project for both staff and visitor parking. The maximum number of staffing and visitors, at any one time, are estimated to be 30 and 15, respectively. This project will also include all necessary and appropriate security fencing.

The PSC is part of 175.5 acres of County facilities annexed by the City of Ceres in June 2012 as part of the larger West Landing Specific Plan (WLSP) area. The PSC is currently developed with 918 beds and a total of up to 552 additional beds have already been approved but are not yet constructed (a total of 1,470 beds). With this project, the total number of PSC beds will be approximately 1,758. The certified Environmental Impact Report (EIR) for the WLSP

## **SB 1022 Project Description**

anticipated expansion of the PSC to a maximum of 1,892 beds, development beyond that which is being proposed, and no impacts associated directly with the proposed expansion were identified.

In addition to the most recent WLSP EIR, the PSC has been subject to several previous and substantial California Environmental Quality Act (CEQA) reviews. Those CEQA reviews include the 1989 Environmental Impact Report (EIR) for the original PSC Master Plan, 1990 supplemental EIR for the PSC, and a Mitigated Negative Declaration for the 2011 Master Plan Update (AB 900 expansion) certified on June 5, 2012. The proposed project falls within the parameters and assumptions used in previous CEQA reviews. The location of the project site is not in a sensitive environment and remains in the same condition as analyzed in previous CEQA reviews. The most recent WLSP EIR considered cumulative impacts with the PSC at a maximum bed capacity greater than this project and there are no unusual circumstances surrounding this project.

In accordance with adopted fee programs, the project will contribute its fair share towards cumulative traffic and circulation impacts in the WLSP area through the payment of the Local Traffic Impact Mitigation Fee that is imposed on all new development within the area. As required of the existing PSC, this project will incorporate the installation of backflow preventers to the City of Ceres' water supply system.

Based on the previous CEQA review of the PSC and the projects consistency with the general plan designation and zoning of "Community Facilities" analyzed in the certified WLSP EIR, there is certainty that this project will not have a significant effect on the environment and, as such, is not subject to further CEQA review (CEQA Guidelines Section 15061(b)(3)).

STATE OF CALIFORNIA

**BOARD OF STATE AND COMMUNITY CORRECTIONS  
ADULT LOCAL CRIMINAL JUSTICE FACILITY CONSTRUCTION AGREEMENT  
FOR STANISLAUS COUNTY**

This Board of State and Community Corrections Adult Local Criminal Justice Facility Construction Agreement (“**Agreement**”) is entered into as of January 5, 2016 (“**Effective Date**”), by and between the Board of State and Community Corrections (“**BSCC**”), an entity of the state government of the State of California (“**State**”), and Stanislaus County (“**Participating County**”), a Political Subdivision of the State. BSCC and Participating County are referred to collectively herein as the “**Parties**,” and individually as a “**Party**.”

RECITALS

WHEREAS, Participating County has proposed to build an adult local criminal justice facility as more particularly described in Exhibit B attached hereto (“**Project**”) located at 200 E. Hackett Road, Modesto, CA 95358 (“**Site**”) under Chapter 3.13, Part 10b of Division 3 of Title 2 of the California Government Code and the corresponding regulations set forth in Title 15, Division 1, Chapter 1, Subchapter 6 of the California Code of Regulations (collectively, the “**Local Jail Construction Financing Program**”).

WHEREAS, this Agreement is being executed concurrently with the execution of the Project Delivery and Construction Agreement (“**PDCA**”) entered into between the Participating County, BSCC and the State Public Works Board of the State of California (“**Board**”). The Board and BSCC are referred to collectively herein as “**Agencies**.”

WHEREAS, the purpose of this Agreement is to set forth the roles, responsibilities and performance expectations of the Parties with respect to the Participating County’s construction of the Project under the authority of the BSCC and the procedures for reimbursement by the State of those Participating County costs eligible for reimbursement as provided for under the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program. This Agreement is intended to be read in conjunction with the other agreements necessary for the construction and financing of the Project under the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program including, without limitation, the PDCA and the other agreements described in the PDCA recitals. Nothing in this Agreement is intended to amend or modify the rights and obligations of the Parties under those other agreements including, without limitation, the PDCA.

WHEREAS, the Total Project Costs for the Project shall be defined in Article 3, Section 3.1(a) of the PDCA. The State will provide financing (“**State Financing**”) up to a maximum of forty million dollars (\$40,000,000) (“**Maximum State Financing**”) and the Participating County will provide the Cash (hard) Match (as defined in Article 6(C) below) and the In-Kind (soft) Match (as defined in Article 6(C) below) (with the Cash (hard) Match and the In-kind (soft) Match collectively referred to as “**Participating County Funding**” and together with the Maximum State Financing, the “**Total Eligible Project Costs**.”) Total Eligible Project Costs shall be used in determining Cash (hard) Match credit and In-kind (soft) Match credit to the Participating Counties as specified in Exhibit A to this Agreement. As stated in Article 1,

Section 1.3 of the PDCA, the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program is predicated on the Board's ability to issue bonds for the Project.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### ARTICLE 1. TERM AND TERMINATION

A. Term. This Agreement shall commence on the Effective Date and shall terminate upon the completion and State acceptance of the Final Audit (as defined below in Article 4(C)) unless terminated earlier as provided in Article 1(C) below.

B. Survival. The provisions of Articles 1(C)(3), 1(C)(4), 3(D), 4(C), 4(D), 6(B)(5), 6(B)(6), 9, 10 and 11, and Articles 3, 4, 5, 6, 7, 8, and 10, 11 of Exhibit A shall survive termination of the Agreement.

C. Termination.

1. BSCC in consultation with the other Agencies may terminate this Agreement in the event any of the following events or conditions occurs:

(a) Participating County's breach of a material term of this Agreement, any Project Document or any Applicable Laws provided Participating County has not cured such breach in all respects within such thirty (30) day period, which cure period may be extended for a reasonable time with the consent of BSCC if the Participating County demonstrates that such additional time is required to cure such breach in a diligent and commercially reasonable manner;

(b) Termination of the PDCA as provided for in Article 2, Section 2.2(a)(i)-(v) and (b) of the PDCA;

(c) Substantive alteration of the scope, cost or schedule of the Project without the prior written approval of BSCC and the Board as required under this Agreement and the PDCA; or

(d) Participating County's refusal or inability to complete the Project in a manner consistent with the Agreement, and the other Project Documents (as defined below in Article 3) including all timelines, plans, and specifications as approved by BSCC, or refusal or inability to comply with any Applicable Law.

2. The Participating County may, prior to the State providing any amount of financing, terminate this Agreement in the event any of the following occurs:

(a) The State's breach of a material term of this Agreement, any Project Document or any Applicable Laws provided the State has not cured such breach in all respects within thirty (30) days from notice of said breach, which cure period may be extended

for a reasonable time with the consent of the Participating County if the State demonstrates that such additional time is required to cure such breach in a diligent and commercially reasonable manner;

(b) Termination of the PDCA as provided for in Article 2, Section 2.2(a)(i)–(v) and (b) of the PDCA;

(c) Failure of the State to execute the Ground Lease or the Right of Entry for Construction and Operation; or

(d) In the event the Board determines the Participating County is no longer eligible for Project financing under the SB 1022 Adult Local Criminal Justice Facility Financing Program as set forth in Article 1, Section 1.2 of the PDCA.

3. In the event of termination as provided in Article 1(C)(1), and unless the Parties agree in writing otherwise, Participating County shall, upon notification, refund to the Agencies an amount equal to all State Financing previously disbursed to the Participating County. Any State Financing so remitted to the Agencies may be subject to interest equal to the rate earned by the State Pooled Money Investment Account. Participating County shall not be required to refund any State Financing in the event of termination solely because, through no fault of Participating County, the Board determines it is not feasible or appropriate to issue bonds or is unable to issue bonds to finance the Participating County’s Project.

4. Nothing in this Article 1 in any way alters or limits the authority of BSCC or the Agencies to withhold State Financing in accordance with Applicable Laws (as defined below) or any other right or remedy available to the State at law or in equity for breach of the Agreement.

## ARTICLE 2. PROJECT OFFICIALS

A. BSCC Representative. The BSCC Executive Director or his or her designee shall be the State’s representative (“**Agency Representative**”) for administration of this Agreement. Any amendment to this Agreement, including any exhibit, schedule or attachment hereto, shall be binding on the State only if signed by the Agency Representative. This Article 2(A) shall not limit any requirements for amendment of any other agreement that is a Project Document.

B. Participating County Construction Administrator. The Participating County has appointed a County Construction Administrator as identified below. Participating County agrees that its County Construction Administrator shall be its representative for the administration of the Agreement and shall have full authority to act on behalf of the Participating County unless it is determined that the action must be approved by Stanislaus County’s Board of Supervisors. Participating County agrees that all communications given to its County Construction Administrator shall be binding as if given to the Participating County. Participating County agrees that any documents required to be submitted to the Agencies, including but not limited to, quarterly progress reports and final project summary reports, shall be certified for accuracy by its County Construction Administrator in form reasonably acceptable to BSCC. Any Amendment to this Agreement and any other Project Document shall be binding on the Participating County only if signed or certified in form reasonably acceptable to BSCC by the County Construction

Administrator, and if necessary, by the Stanislaus County Board of Supervisors.

County Construction Administrator:	Patricia Hill Thomas
Title:	Chief Operations Officer
Address:	1010 10 <sup>th</sup> Street, Suite 6800
City, State, Zip:	Modesto, CA 95354
Telephone:	209-525-6333
Facsimile:	209-544-6226
Email:	thomasp@stancounty.com

C. Participating County Project Financial Officer. The Participating County has appointed a Project Financial Officer as identified below. Participating County agrees that its Project Financial Officer shall be responsible for establishing an official project file and a separate account for depositing of funds paid under this Agreement, and ensuring that project accounting procedures and practices are in accordance with generally accepted government accounting principles and practices (see Accounting Standards and Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs) with adequate supporting documentation maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation, to the accounting records, to the financial reports and billings. Participating County agrees that all fiscal documents, including all invoices and expenditure statements, required to be submitted to BSCC shall be certified for accuracy by its Project Financial Officer.

Project Financial Officer:	Lauren Klein
Title:	Auditor-Controller
Address:	1010 10 <sup>th</sup> Street, Suite 5100
City, State, Zip:	Modesto, CA 95354
Telephone:	209-525-6398
Facsimile:	209-525-4033
Email:	kleinl@stancounty.com

D. Participating County Project Contact Person. The Participating County has appointed a County Project Contact Person as identified below. Participating County agrees that its County Project Contact Person shall be responsible for coordinating and transmitting information to BSCC and receiving and disseminating information from BSCC. Participating County agrees that all communications given to its County Project Contact Person shall be binding as if given to the Participating County.

County Project Contact Person:	Darrell Long
Title:	Programs Manager
Address:	1010 10 <sup>th</sup> Street, Suite 2300
City, State, Zip:	Modesto, CA 95354
Telephone:	209-525-4380
Facsimile:	209-525-4033

Email: longda@stancounty.com

Either Party may change its Project representatives upon written notice to the other Party.

### ARTICLE 3. PROJECT DOCUMENTS AND APPLICABLE LAWS.

A. Project Documents. The Participating County agrees to construct the Project in accordance with the following agreements and documents each as may be amended in accordance with its terms and which, together with the Agreement, shall be referred to herein as the “**Project Documents**”: (1) BSCC Adult Local Criminal Justice Facility Construction Agreement Standard Conditions attached hereto as Exhibit A; (2) Participating County’s Project Proposal: Stanislaus County Reentry and Enhanced Alternative to Custody Training (REACT) Center; October 23, 2013. (“**County Project Proposal**”); (3) County Project Description Detail and Budget (“**Project Description**”) in the form attached hereto as Exhibit B; (4) Ground Lease, Right of Entry for Construction and Operation, Facility Lease and the Facility Sublease as those terms are defined in the PDCA; and (5) the PDCA .

B. Applicable Laws. The Participating County agrees to comply with all federal, state or local laws, regulations, rules, ordinances and guidelines applicable to the construction of the Project including, without limitation the following (collectively “**Applicable Laws**”):

1. The Minimum Standards for Local Detention Facilities and Local Jail Construction Financing Program regulations contained in Title 15, Division 1, Chapter 1, Subchapters 4 and 6 of the California Code of Regulations (“**CCR**”).
2. The Minimum Standards for Local Detention Facilities and the fire and life safety regulations contained in Title 24 of the CCR.
3. California Public Contract Code.
4. California Environmental Quality Act (CEQA) contained in Section 21000 *et seq.* of the California Public Resources Code and Title 14, Division 6, Chapter 3, Sections 15000 *et seq.* of the CCR.
5. Accounting Standards and Procedures for Counties, California State Controller, Division of Local Fiscal Affairs.
6. Construction Financing Agreement Administration and Audit Guide.

C. Incorporation of Approved Changes. Upon their completion, all Participating County assurances and submittals, submitted to and approved in writing by BSCC are incorporated herein by reference and made a part of this Agreement.

D. Precedence. In the event of any inconsistency in the Project Documents, except as otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1) PDCA; 2) the Ground Lease (as defined in the PDCA); 3) this Agreement including the BSCC Adult Local Criminal Justice Facilities Construction Agreement Standard

Conditions attached hereto as Exhibit A; 4) the Right of Entry for Construction and Operation (as defined in the PDCA); 5) the Participating County's Project Proposal(s), modification(s), and submittals 6) Participating County's Project Proposal and 7) Participating County's Description Detail and Budget. In the event the Bonds are issued, any inconsistency between the Project Documents and the Bond Documents shall be resolved by giving precedence to the Bond Documents. To the extent the Parties mutually agree that a provision of a particular document should control with respect to an inconsistency between that document and another document or documents, notwithstanding the other provisions of this Section, such provision shall control.

#### ARTICLE 4. PARTICIPATING COUNTY OBLIGATIONS

Participating County agrees to the following covenants, assurances and submittals:

A. Participating County's Construction of Criminal Justice Facility. The Participating County shall construct the Project to ensure and enable compliance with all Applicable Laws, and Participating County agrees that State Financing and Cash (hard) Match funds shall not supplant funds otherwise dedicated or appropriated for construction activities. No review or approval provided by the State, the Agencies or the State Fire Marshal of documents or submittals shall relieve Participating County of its obligation to design and construct the Project in accordance with this Agreement and all Applicable Laws including, without limitation environmental, procurement, safety and health, the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program, and Titles 15 and 24 of the CCR. The Agencies' review and approval of any Project Document is for the Agencies' purposes only. No alleged failure or oversight related to the Agencies' review of the Project or the Project Documents shall be construed as a waiver of any rights of the Agencies or the State of California, or construed as an excuse to performance by Participating County under this Agreement or any other agreement. All Plans (as defined below) prepared by the Participating County shall be consistent with the Participating County Project Proposal.

B. Valley Fever. California is one of several states in the country with soils that may contain spores known to cause the disease Coccidioidomycosis (sometimes called "Valley Fever"), which spores may be transmitted through contact with dirt and fugitive dust associated with construction activities. The Participating County shall disclose this information to contractor in or prior to execution of a Construction Agreement. The Participating County, its contractor and any lower-tier subcontractors shall take appropriate precautionary measures designed to minimize the exposure of their respective employees and other workers, Agencies' employees, and other individuals or personnel who may be present during construction activities.

C. Record Keeping and Audit Requirements. Participating County shall keep such full and detailed account records as are necessary for proper financial management of the Project. Participating County shall maintain a complete and current set of all books and records relating to the design and construction of the Project. Agencies shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by Participating County relating to the work contemplated by this Agreement. Within ninety (90) calendar days after Final Completion (as defined below), Participating County shall deliver to Agencies a financial audit of the Project ("**Final Audit**"). The Final Audit shall be performed by a Certified Public Accountant or a Participating County auditor that is organizationally independent from



the Participating County's project financial management functions. Nothing in this Article 4(C) shall limit the Participating County's record retention obligations as set forth in Article 7 of the PDCA. For purposes of this Agreement, "**Final Completion**" shall mean completion of the Project.

D. Compliance with Project Documents and Applicable Laws. Participating County agrees to comply with all terms and conditions of this Agreement, the other Project Documents and all exhibits and schedules attached hereto or thereto and all Applicable Laws.

E. Project Plans. In addition to all submission requirements under the PDCA, the Participating County shall submit to BSCC the architectural and design documents, drawings, specifications, calculations, general and special conditions, submittals, Project budgets, schedules and contracts (collectively, "**Plans**") within the time frames as specifically set forth in Exhibit B and as otherwise may be required by the Project Documents and Applicable Laws. As a condition to the financing to be provided by the State through interim financing or the sale of bonds, Participating County shall cause to be prepared all required Plans and documents necessary to solicit design-build bids or proposals, and complete the Project on time and within budget. Participating County is solely responsible for preparing all Plans and other documents for the design-build solicitation process, as provided by Applicable Law. In addition, Participating County is solely responsible for ensuring the final construction documents and specifications are approved by both the BSCC and the State Fire Marshal before issuance and sale of State lease revenue bonds for the Project as set forth in Article 1, Section 1.2 of the PDCA.

F. Construction. Participating County shall be responsible to contract for all design and construction services, and shall manage the day-to-day design and construction of the Project. Participating County shall cause the design and construction of the Project to be consistent with the requirements, limitations, and other terms of this Agreement, the Project Documents, all Applicable Laws, as well as all other agreements between the Agencies and Participating County.

G. Operation of Criminal Justice Facility. Participating County shall be responsible to maintain the criminal justice facility upon Final Completion and staff and operate the facility no later than ninety (90) days after Final Completion.

H. Professional Services. Participating County shall be responsible for providing all necessary professional services in order to carry out the design and construction of the Project. Participating County shall obtain all professional services from properly licensed design professionals. All Plans prepared by such design professionals shall bear the signature and seal of the design professional. All construction work on the Project shall be performed by properly licensed contractors and subcontractors. Participating County is encouraged to utilize a qualified construction manager and claims avoidance experts to facilitate timely and efficient construction of the Project.

I. Completion of Project. Participating County agrees to proceed expeditiously with, and complete, the Project in accordance with the Project Documents and Plans as approved by the BSCC and the Agencies and/or as incorporated in all provisions of this Agreement.

Participating County acknowledges and understands that failure to meet application assurances, construction timelines and any other milestones or timelines as set forth in the Project Documents or Plans as approved by the Agencies and/or as incorporated in all provisions of this Agreement, may result at any time in award adjustments or Agreement termination by the BSCC.

#### ARTICLE 5. SUBSTANTIAL CHANGES.

In addition to the modification requirements set forth in Article 4, Section 4.2 of the PDCA, no substantial change to the Project Documents or other substantial modification to the Project may be made by Participating County without the prior written permission of the BSCC. Minor modifications to the Project do not require BSCC approval, but must be documented and reported on routine progress reports to the BSCC. Without limiting the foregoing, BSCC approval shall be required upon any of the following events or circumstances:

1. more than minor changes which affect the design or scope of the Project;
2. a delay or change in the date of substantial completion or Final Completion;
3. a more than minor change to the design, location, size, capacity or quality of major items of equipment. As used herein “substantial” is as defined in the State Administrative Manual, Section 6863. As used herein a minor change is any change which does not rise to the level of a substantial change under the State Administrative Manual, Section 6863;
4. a change in approved budget categories, or movement of dollars between budget categories as indicated in Exhibit B; or
5. any change that would impact BSCC or State Fire Marshal construction or operational regulations including, without limitation, Titles 15 and 24 of the CCR , or which affects the security or fire and life safety of the facility.

Participating County agrees that its County Construction Administrator will give prompt notification in writing to the BSCC of the occurrence of any of the above events and report any substantial modifications to the Agreement for Construction with its contractor. BSCC shall make a Scope Change Request to the Board. Approval of this Scope Change Request by the Board shall be required before material change to the Project Documents or other substantial modification to the Project may be made by the Participating County.

In no event shall any budget changes be authorized which would cause the amount of Total Project Costs to be exceeded unless the Participating County covenants to fund such excess with lawfully available funds and with the consent of the Agencies and so appropriates such funding.

#### ARTICLE 6. PROJECT FUNDING

A. Invoices. Invoice and progress/final reports and all required audit reports shall be submitted to the BSCC in a timely manner as specified in this Agreement and Exhibit A.

B. State Financing Obligations.

1. In no event or circumstance shall the State or Agencies be obligated to pay the Participating County under this Agreement or any other Project Document any amount in excess of the Maximum State Financing. Participating County waives any and all claims against the Agencies or the State of California for any costs which exceed the Maximum State Financing. The Participating County is solely responsible for any and all cost, expenses or fees of the Project which exceed the Maximum State Financing. Reimbursement of county costs from State Financing shall be limited to those costs permitted under Article 1(A) of Exhibit A and/or specifically identified in Exhibit B as “**Eligible State Costs**” . In the event the Board determines that it is not feasible or appropriate to issue Bonds or to authorize the Interim Loan request, the Participating County is not entitled to receive the Maximum State Financing or other State funding for the Project, and shall not receive reimbursement from the State for any Project costs. However, in the event the Board is unable to issue the Bonds to finance the Project and the Interim Loan has been provided, the BSCC shall commit a sufficient amount of its annual support appropriation to repay the Interim Loan and any other interim financing costs associated with the Interim Loan and all associated costs. State Financing shall be subject to the terms and conditions set forth in the PDCA.

2. Eligible State Costs subject to reimbursement shall in no event or circumstance exceed Maximum State Financing. Because the funds to be paid are limited, Participating County shall be obligated to complete the Project without additional State Financing. No additional State Financing will be available, and Participating County should take all necessary precautions to ensure that the Project is designed and constructed within the Project budget. The Participating County shall be responsible for any costs exceeding the Total Eligible Project Costs.

3. State shall reimburse the Participating County for Eligible State Costs provided Participating County’s performance of the Project is consistent with the Project Documents, including the Construction Schedule, and Participating County is not in breach of any term or condition of this Agreement, any Project Document, or any Applicable Law. At mutually agreed upon intervals as set forth in Exhibit A, Article 7, Participating County shall submit to BSCC a reimbursement request for payments of Eligible State Costs for which Participating County has already paid.

4. BSCC may reject any invoice or item on an invoice should it be determined that such invoice or item is ineligible for reimbursement under the terms of this Agreement, the Project Documents or any Applicable Laws (“**Improper Expenditure**”). Should it later be determined Participating County has been reimbursed for an Improper Expenditure or the State has made a payment to Participating County in excess of the amount for which the State is obligated (“**Excess Payment**”), BSCC may withhold future payments or repayments in amounts equal to the Improper Expenditure or the Excess Payment. In the event the amount of an Improper Expenditure exceeds the total reimbursement amount due Participating County, or should the discovery of the Improper Expenditure or Excess Payment occur after payment of the Withhold Amount (as defined below), Participating County shall immediately pay to BSCC the amount of the Improper Expenditure or Excess Payment.

5. At such time as the unreimbursed balance of the Eligible State Costs equals Five percent (5%) of the total Eligible State Costs (“**Withhold Amount**”), BSCC shall withhold that amount as security for Participating County’s performance of all its obligations under this Agreement. The Withhold Amount shall be released upon satisfaction of all of the following conditions: (a) there has been Final Completion of the Project, (b) delivery by Participating County and acceptance by Agencies of the Final Audit and the Final Project Summary Report, (c) Participating County has staffed and operated the facility as required under Article 4(G) above, and (d) Participating County is not in breach of any provisions of this Agreement, the other Project Documents and Applicable Laws.

6. All agreements with the contractor and any other contractor or subcontractor of Participating County or the contractor providing services or goods on the Project and for which reimbursement with State Financing for all or any portion of the payment for such services or goods is sought, shall require the contractor or subcontractor to list construction costs according to the CSI Divisions for the approved Schedule of Values.

C. Participating County Funding. Subject to all terms and provisions of this Agreement, the Participating County agrees to appropriate and spend cash (hard) matching funds as provided in Exhibits A and B (“**Cash (hard) Match**”). Subject to all terms and provisions of this Agreement, the Participating County agrees to provide in-kind (soft) match in accordance with Exhibits A and B (“**In-kind (soft) Match**”). Participating County agrees to expend Cash (hard) Match funds on a schedule that is at least pro-rata with the percentage expenditure of Eligible State Costs.

#### ARTICLE 7. ADMINISTRATIVE OVERSIGHT BY BOARD

Notwithstanding any other term or condition of this Agreement or any other Project Document, the scope and cost of the Project shall be subject to approval and administrative oversight by the Board, as required by California Government Code Section 15820.92.

#### ARTICLE 8. PERFORMANCE AND PAYMENT BONDS

Participating County shall require the contractor to procure and maintain a payment bond and a performance bond each of which shall be in an amount not less than one hundred percent (100%) of the contractor’s total contract price as set forth in the agreement between Participating County and contractor. The bonds shall be issued by one or more surety companies acceptable to the Agencies. The performance bond required by this Article 8 shall name the State as an additional beneficiary under the bonds.

#### ARTICLE 9. INDEMNITY

As required by California Government Code Section 15820.92(d) and 15820.924, the Participating County hereby agrees to indemnify, defend and save harmless the State, including but not limited to the Board and the BSCC, and each of their respective officers, governing members, directors, officials, employees, subcontractors, consultants, and agents (collectively, “Indemnitees”) for any and all claims and losses arising out of the acquisition, design, construction, operation, maintenance, use and occupancy of the Project. The Participating County shall not be obligated to provide indemnity or defense where the claim arises out of the

active negligence or willful misconduct of the Indemnitees. These obligations shall survive any termination of this Agreement.

#### ARTICLE 10. DISPUTES

Disputes arising under or relating to this Agreement shall be resolved in accordance with the provisions of Article 10 of Exhibit A.

#### ARTICLE 11. GENERAL TERMS AND CONDITIONS

The general terms and conditions published by the Department of General Services at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> and applicable to all State of California contracts are hereby incorporated by reference into this Agreement. In the event of a conflict between GTC-610 and any sections herein, the sections herein take precedence. In signing below, the Participating County's authorized representative represents and warrants that the Participating County has read and understands these general terms and conditions.

#### ARTICLE 12. COUNTERPARTS

This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all of which when taken together shall constitute one and the same instrument, notwithstanding that all Parties have not signed the same counterpart hereof.

**[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]**

IN WITNESS THEREOF, the Parties have executed this Agreement, as of the Effective Date.

BOARD OF STATE AND COMMUNITY CORRECTIONS

By: Kathleen T. Howard  
Signature of Executive Director or Designee

Name and Title: Kathleen T. Howard  
Executive Director  
Date: 12/28/15

“PARTICIPATING COUNTY”

County of: Stanislaus

By: \_\_\_\_\_  
Signature

Name and Title: Terrance Withrow  
Chairman, Board of Supervisors  
Date: \_\_\_\_\_

IN WITNESS THEREOF, the Parties have executed this Agreement, as of the Effective Date.

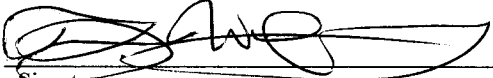
BOARD OF STATE AND COMMUNITY CORRECTIONS

By: \_\_\_\_\_  
Signature of Executive Director or Designee

Name and Title: Kathleen T. Howard  
Executive Director  
Date: \_\_\_\_\_

“PARTICIPATING COUNTY”

County of: Stanislaus

By:   
Signature

Name and Title: Terrance Withrow  
Chairman, Board of Supervisors  
Date: \_\_\_\_\_

**STATEMENT OF RECEIPT**

**SB 1022 ADULT LOCAL CRIMINAL JUSTICE  
FACILITIES CONSTRUCTION PROGRAM  
BSCC AGREEMENT**

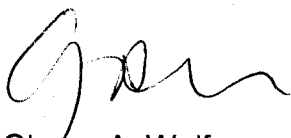
**STANISLAUS COUNTY**

The County of Stanislaus and the Board of State and Community Corrections have entered into an agreement (the BSCC Agreement) for the construction of the SB 1022 proposed project (the Reentry and Enhanced Alternatives to Custody Training Center) effective January 5, 2016.

The County of Stanislaus and BSCC executed the agreement in counterpart, each party signed the agreement before the effective date of January 5, 2016.

The County of Stanislaus mailed the signature pages to BSCC and they were received on January 5, 2016. All signature pages were accounted for, however, only one original signature was dated (January 4, 2016)

This signed statement serves as proof that the county executed the agreement timely and that it was received by the BSCC by the effective date. This statement and a copy of the proof of delivery at attached to each un-dated original signature page.



Ginger A. Wolfe  
Associate Governmental Program Analyst  
Board of State and Community Corrections



872970183663

Save tracking results

Ship date

Mon 1/04/2016

Actual delivery:

Tue 1/05/2016 9:55 am

Print Help

MODESTO, CA US



Delivered

CA US

Signed for by: R.HANSON

Hold at FedEx Location

Request Notifications

Obtain Proof of Delivery

MORE ACTIONS

Travel History

Help Hide

Date/Time	Activity	Location
- 1/05/2016 - Tuesday		
9:55 am	Delivered	CA
8:03 am	On FedEx vehicle for delivery	SACRAMENTO, CA
7:14 am	At local FedEx facility	SACRAMENTO, CA
4:10 am	At destination sort facility	SACRAMENTO, CA
2:00 am	Departed FedEx location	OAKLAND, CA
- 1/04/2016 - Monday		
9:48 pm	Arrived at FedEx location	OAKLAND, CA
8:30 pm	Left FedEx origin facility	MODESTO, CA
3:45 pm	Picked up	MODESTO, CA

Select time zone: Local Scan Time

Shipment Facts

Hide

<b>Tracking number</b>	872970183663	<b>Service</b>	FedEx Priority Overnight
<b>Delivered To</b>	Receptionist/Front Desk	<b>Total pieces</b>	1
<b>Shipper reference</b>	SB1022	<b>Packaging</b>	FedEx Envelope
<b>Special handling section</b>	Deliver Weekday		

IN WITNESS THEREOF, the Parties have executed this Agreement, as of the Effective Date.

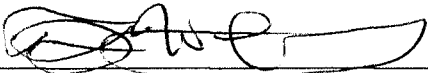
BOARD OF STATE AND COMMUNITY CORRECTIONS

By: \_\_\_\_\_  
Signature of Executive Director or Designee

Name and Title: Kathleen T. Howard  
Executive Director  
Date: \_\_\_\_\_

“PARTICIPATING COUNTY”

County of: Stanislaus

By:  \_\_\_\_\_  
Signature

Name and Title: Terrance Withrow  
Chairman, Board of Supervisors  
Date: 1/4/16.

## EXHIBIT A

### CONSTRUCTION AGREEMENT STANDARD CONDITIONS

#### ARTICLE 1. TOTAL ELIGIBLE PROJECT COSTS

A. Participating County shall only be reimbursed by the State from State Financing for Eligible State Costs. “**Eligible State Costs**” means reasonable and necessary Project costs actually incurred in construction of the Project and as specified in Exhibits A and B attached to the Agreement. Eligible State Costs also must be eligible for lease-revenue bond financing pursuant to this Agreement (including all Exhibits referenced therein) and all California state laws, rules, regulations, guidelines, and policies including, without limitation, Title 15, Local Jail Construction Financing Program regulations and any other Applicable Laws. Such Eligible State Costs shall include, but are not limited to, the items set forth in subsection (1) through (8) below. Participating County shall receive BSCC’s written consent prior to Participating County’s incurring the expense for any Project costs not listed below and for which Participating County wants State reimbursement provided such expenses do not fall within Participating County Costs as defined below in subsection (B).

1. On-site costs of facility construction of the BSCC-approved adult local criminal justice facility project, including site preparation (eligible for State Financing or Cash (hard) Match).
2. Architectural programming and design (for activities by consultants and contractors; eligible for State Financing or Cash (hard) Match).
3. Construction management (for activities by consultants and contractors; eligible for State Financing or Cash (hard) Match).
4. Building permit fees, sewer/utility use or unit fees, and building inspection fees and/or appraisal fees (eligible for State Financing or Cash (hard) Match).
5. Fixed equipment items (e.g., heating, ventilation, air conditioning, plumbing, lighting, communications, surveillance, security and life/safety equipment, etc.) as necessary for the operation of the BSCC-approved adult local criminal justice facility (eligible for State Financing or Cash (hard) Match).
6. Fixed furnishings items (e.g., built-in and/or permanently affixed counters, tables, cabinets, seats, etc.) as necessary for the operation of the BSCC-approved adult local criminal justice facility (eligible for State Financing or Cash (hard) Match).
7. Installation of existing fixed equipment and furnishings as necessary for the operation of the BSCC-approved adult local criminal justice facility (eligible for State Financing or Cash (hard) Match).
8. Moveable equipment and moveable furnishings; e.g. mobile security equipment, computers, furniture, etc. (subject to State review and approval; eligible for State Financing or Cash (hard) Match).

B. Participating County must provide a minimum of at least ten percent (10%) of the Total Eligible Project Costs as any combination of Cash (hard) Match and In-kind (soft) Match funds. Cash (hard) Match funds cannot be used to supplant or replace funds otherwise dedicated or appropriated by the Participating County for construction activities. Cash (hard) Match funds cannot be claimed for salaries/benefits of regular employees of the Participating County Workforce but may be claimed for the services of consultants or contractors engaged to perform Project related services as described below. Cash (hard) Match funds only include costs of:

1. Items eligible for Eligible State Costs as described above;
2. Project /Construction Management (for activities by consultants and contractors)prior to the establishment of the project by SPWB,
3. Architectural programming and design (for activities performed by consultants or contractors)prior to the establishment of the project SPWB;
4. Preparation costs for full or focused environmental reports (for activities by consultants and contractors);
5. Off-site costs, including access roads and utilities development, outside of a reasonable buffer zone surrounding the perimeter of the security fence, detention facility building and parking lot; and
6. Public art;
7. Real estate due diligence costs as billed to the county by the state;
8. State Fire Marshal fees for plan review and inspections, as billed to the county by the state;
9. Audit of state interim or permanent financing at the conclusion of the project (for services performed by a contracted auditor);
10. Needs assessments (for activities performed by consultants or contractors);
11. Transition planning (for activities performed by consultants or contractors after June 27, 2012.

C. In-kind (soft) Match funds may be claimed for Project related costs for activities performed by Participating County staff or consultants. Eligible In-kind (soft) Match funds only includes:

1. Audit of Total Eligible Project Costs at the conclusion of the Project (staff salary/benefits of independent Participating County auditor or services of contracted auditor);
2. Needs assessments (staff salary/benefits and/or consultant costs directly related to the Project);

3. Site acquisition cost or current fair market land value supported by independent appraisal (on-site land only regardless of acquisition date) and as approved by the Department of General Services. This can be claimed for on-site land cost/value for new facility construction, on-site land cost/value of a closed facility that will be renovated and reopened, or on-site land cost/value used for expansion of an existing facility. It cannot be claimed for land cost/value under an existing operational local jail or criminal justice facility;

4. Participating County administration (staff salary/benefits directly related to the Project for activities after June 27, 2012);

5. Transition planning (staff salary/benefits and consultant activities directly related to the Project for activities after June 27, 2012); and

D. Participating County shall not under any circumstance be reimbursed by the State from Board interim financing sources, lease-revenue bond funds or from any other financing source for Ineligible Project Costs. **“Ineligible Project Costs”** means all costs which are not eligible for lease-revenue bond financing or Participating County matching funds pursuant to the PDCA (including all Exhibits attached thereto) or pursuant to any California state law, rule, regulation, guideline, or policy including, without limitation, the SB 1022 Adult Local Criminal Justice Facility Construction Financing Program or any other Applicable Law. Participating County shall be responsible for all Ineligible Project Costs (**“Participating County Costs”**). Ineligible Project Costs also shall include but are not limited to the following:

1. Those Project Costs that are determined by the BSCC to be unreasonable or unnecessary costs.

2. Detention facility personnel and operational costs and related costs of supplies.

3. Soil and water contamination assessment/mitigation.

4. Excavation of burial sites.

5. Preparation of Environmental Impact Reports (ineligible for State Financing; eligible for Cash (hard) Match only if performed by consultants or contractors outside the regular county work force, eligible for In-kind (soft) Match if performed by county-paid employees).

6. Bonus payments for early completion of work.

7. Interest charges for late payments.

8. Interest on bonds or any other form of indebtedness required to finance Project costs.

9. Costs outside the scope of the BSCC-approved Project.

10. Fines and penalties due to violation of or failure to comply with federal, state or local laws, ordinances, or regulations.

11. Personal injury compensation or damages arising out of or connected with the Project, whether determined by adjudication, arbitration, negotiation, or otherwise.

12. All costs incurred in violation of the terms, provisions, conditions, or commitments of this Agreement.

13. Travel and per diem costs.

14. All costs arising out of or connected with contractor claims against the Participating County, or those persons for whom the Participating County may be vicariously liable, including, but not limited to, any and all costs related to defense or settlement of such claims.

15. Maintenance costs.

16. Supplanting of existing construction, programs, projects, or personnel.

17. All costs arising out of or attributable to Participating County's malfeasance, misfeasance, mismanagement, or negligence.

18. Temporary holding or court holding facilities.

19. Local Jail facilities or portions thereof operated by jurisdictions other than Participating County.

## ARTICLE 2. PARTICIPATING COUNTY'S GENERAL RESPONSIBILITY

Participating County is solely responsible for design, construction, operation, and maintenance of the Project as identified in Exhibit B of this Agreement. Review and approval of plans, specifications, or other documents by BSCC, the Agencies and the State Fire Marshal, is solely for the purpose of proper administration of State Financing by the BSCC and the Agencies and shall not be deemed to relieve or restrict the Participating County's responsibility.

## ARTICLE 3. PARTICIPATING COUNTY ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Participating County shall at all times comply with all Applicable Laws (as defined in the Agreement).

B. Fulfillment of Assurances and Declarations. Participating County shall fulfill all assurances, declarations, representations, and statements made by the Participating County in the County Project Proposal, documents, amendments, and communications filed in support of its request for lease-revenue bond funds including adoption of a BSCC approved staffing plan for staffing and operating the facility in accordance with state standards within ninety (90) calendar days of construction completion.

C. Use of State Financing. Participating County shall expend all State Funds and identified matching funds solely for Eligible Project Costs. Participating County shall, upon demand, remit to the BSCC any State Financing not expended for Eligible Project Costs or an amount equal to any State Financing expended by the Participating County in violation of the terms, provisions, conditions, or commitments of this Agreement. Any State Financing so remitted to the BSCC shall include interest equal to the rate earned by the State Pooled Money Investment Account.

D. Permits and Licenses. Participating County agrees to procure all permits and licenses necessary to complete the Project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the Project work.

E. Compliance with Deliverables, Drawings, and Specifications. Participating County agrees that deliverables, drawings, and specifications, upon which prime and subcontracts are awarded, shall be the same as those submitted to and approved by the BSCC.

F. Prime and Subcontracting Requirements. In accordance with the provisions of this Agreement, the Participating County may contract with public or private contractors of services for activities necessary for the completion of the Project. Participating County agrees that in the event of an inconsistency between the Agreement and any other Project Document and Participating County's Construction Agreement with a contractor, the Project Documents will prevail. Participating County shall ensure that the contractor complies with all requirements of the Project Documents and all instructions of the County Construction Administrator regarding compliance with the Project Documents.

Participating County assures that for any contract awarded by the Participating County, such insurance (e.g., fire and extended coverage, workers' compensation, public liability and property damage, and "all-risk" coverage) as is customary and appropriate will be obtained.

Participating County agrees that its contractor will list construction costs according to the CSI Divisions for the approved Schedule of Values. Since certain portions of the Project may not be eligible for State Financing in all requests for reimbursement, the Participating County's contractor shall separately list work not eligible for State Financing, and the County Construction Administrator shall identify such work for the contractor.

Participating County agrees that it is the County Construction Administrator's responsibility to provide a liaison between the Participating County, the BSCC, and its contractor. Participating County agrees that its contractor is not responsible nor required to engage in direct discussion with the BSCC or any representative thereof, except that the contractor shall in good faith exert its best effort to assist the Participating County in fully complying with all requirements of the contract.

Participating County agrees to place appropriate language in all contracts for work on the Project requiring the Participating County's contractor(s) to:

1. Books and Records. Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to the contractor's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be

maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for the period set forth in Article 5 below, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees.

2. Access to Books and Records. Make such books, records, supporting documentations, and other evidence available to the BSCC or designees, the Board, the Department of General Services, the Department of Finance, the Bureau of State Audits, their designated representatives, during the course of the Project and for the period set forth in Article 5 below, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, the Participating County agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

3. Contractor Advisement. Be advised that a partial source of financing for the agreement between the Participating County and contractor for construction of the Project is the State Financing, and that the Participating County may not have funds to finance the Construction Agreement independently of the State Financing. The contractor shall in all ways cooperate with the Participating County and the BSCC in maintaining a good working relationship. The contractor shall cooperate as instructed by the County Construction Administrator in resolving any disputes arising under the Agreement.

#### ARTICLE 4. PROJECT ACCESS

To the extent not inconsistent with the Bond Documents, as that term is defined in Article 1 Section 1.1(a) of the PDCA, at all times during construction of the Project and after final completion, the Participating County shall provide to employees, subcontractors, and consultants of the Agencies reasonable unrestricted access to observe, monitor and inspect the Project. The Agencies' access to observe, monitor and inspect shall include the right to review all documents and files relating to the Project, as well as construction on the Site, including all tests and inspections relating to design or construction of the Project.

#### ARTICLE 5. RECORDS

Participating County shall establish an Official Project File, as defined in Article 7, Section 7.1 of the PDCA.

Participating County shall establish separate accounting records for receipt, deposit, and disbursement of all Project funds as specified in Exhibit A Article 9.

Participating County shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all Project funds, including State Financing, any matching funds provided by the Participating County and the total cost of the Project. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also



required for consultants and contractors. Supporting documentation for matching funds, goods or services shall, at a minimum, include the source of the match, the basis upon which the value of the match was calculated, and when the matching funds, goods, or services were provided. Receipts, signed by the recipient of donated goods and/or services should be issued and a copy retained. Generally accepted government accounting principles and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation for the purpose of determining compliance with Section 10115 *et seq.* of the California Public Contract Code, Section 8546.7 of the California Government Code, and Title 2, Division 2, Chapter 3, Subchapter 10.5 Section 1896.60 *et seq.* of the CCR (as applicable).

Participating County shall maintain all records for the period set forth in the PDCA (“**Record Maintenance Period**”). Participating County agrees to protect records adequately from fire or other damage. When records are stored away from the Participating County’s principal office, a written index of the location of records stored must be on hand and ready access must be assured. All Participating County records shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the BSCC or designees, the Agencies, and by state government auditors or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the Record Maintenance Period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the Record Maintenance Period, whichever is later.

## ARTICLE 6. ACCOUNTING AND AUDIT REQUIREMENTS

All funds received by the Participating County shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Participating County agrees that the audit and accounting procedures shall be in accordance with generally accepted government accounting principles and practices (see Accounting Standards and Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs) and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. Participating County further agrees to the following audit requirements:

A. Pre-payment Audit. Prior to the deposit of State Financing into the separate account, the BSCC may require the Participating County to have a system audit performed by an auditor satisfactory to the BSCC to insure that the Participating County’s accounting system meets generally accepted government accounting principles;

B. Interim Audit. The BSCC reserves the right to call for a program audit or a system audit at any time between the execution of this Agreement and the completion or termination of the Project. At any time, the BSCC may disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement, or take other remedies legally available; and,

C. Final Audit. Within ninety (90) calendar days of Final Completion, the Participating County must obtain and submit a final program audit to the BSCC (see Construction Financing Program Agreement Administration and Audit Guide). The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits. The audit may be performed by the Participating County subject to the terms hereinafter described, or the Participating County may hire, at Participating County cost, an independent auditor to complete the final audit. Participating County should obtain assurances that the personnel selected to perform the audit collectively have the necessary skills. It is important that a sound procurement practice be followed when contracting for audit services. Sound contract and approval procedures, including the monitoring of contract performance, should be in place. The objectives and scope of the audit should be made clear. In addition to price, other factors to be considered include: the responsiveness of the bidder to the request for proposal; the past experience of the bidder; availability of bidder staff with professional qualifications and technical abilities; and whether the bidder organization participates in an external quality control review program. It should be noted that these steps are important whether the Participating County is hiring auditors from an outside CPA firm or within its own internal auditing unit.

Since the audit function must maintain organizational independence, the County Financial Officer for this Project shall not perform audits of the contract-related activities. If the Participating County internal auditor performs the audit, the auditor must be organizationally independent from the Participating County's accounting and project management functions. Additionally, Participating County internal auditors who report to the Project Financial Officer, or to whom the Project Financial Officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless a Participating County auditor completes the audit. Failure to comply with these qualifications standards could result in the rejection of the audit report.

At any time, the BSCC may disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement, or take other remedies legally available.

The BSCC reserves the right to have an audit conducted (at the BSCC's expense) at any time between execution of the Agreement up to and including the final audit of the Project.

## ARTICLE 7. REPORTS

Participating County agrees to submit fiscal invoices and progress/final reports in a format specified by the BSCC, and at mutually agreed upon intervals as defined below, during the period of the Agreement. Reports are due to the BSCC even if State Financing is not expended or requested in the reporting period. Not submitting invoices and progress/final reports in a timely manner may result in disbursements being withheld. In addition, Participating County shall immediately advise the BSCC of any significant problems or changes arising during the course of the Project.

Without limitation of the foregoing, the following reports are required:

A. Fiscal Invoice and Progress/Final Report. Participating County agrees to submit fiscal invoices and progress/final reports to the BSCC on the appropriate form provided to the Participating County during the term of this Agreement and shall do so on a regular schedule of either monthly, bi-monthly or quarterly. The reports shall include, but not be limited to, Project construction activities, change orders issued, problems identified, assistance needed, state funds and match expenditures made, State Financing received, and State Financing requested.

Invoicing/progress reporting interval: The monthly fiscal and progress/final report must be submitted within forty-five (45) calendar days after the end of each month.

B. Final Fiscal Invoice and Project Summary. Participating County agrees to submit to the BSCC a Final Fiscal Invoice and Project Summary on the appropriate form provided to the Participating County within forty-five (45) calendar days of the scheduled construction completion date identified in Exhibit B. The report shall include, but not be limited to, total state funds and match expenditures made by budget division, total State Financing received, remaining State Financing requested, number of BSCC-rated beds added and modified, number of special use beds added and modified, and a detailed description of the finished Project including pre-construction and post-construction photographs or other visual material suitable for public distribution. For purposes of this Exhibit A, “**BSCC-rated beds**” means the number of beds dedicated to housing adult offenders for which a facility’s single- and double-occupancy cells/rooms or dormitories were planned and designed in conformity to the standards and requirements contained in Titles 15 and 24 of the CCR. “**Special use beds**” means beds for the purpose of appropriately housing offenders in medical, mental health, or disciplinary rooms, cells or units that are planned and designed in conformity to the standards and requirements contained in Titles 15 and 24 of the CCR.

## ARTICLE 8. WITHHOLDING OF STATE DISBURSEMENTS

A. BSCC may withhold all or any portion of the State Financing provided for by this Agreement in the event that:

1. Participating County Breach of Agreement. Participating County has materially and substantially breached the terms and conditions of this Agreement or any other Project Document.

2. Insufficient County Funds. Participating County is unable to demonstrate, to the satisfaction of the BSCC’s Executive Director, continuous availability of sufficient funds to complete the Project.

3. Insufficient Match Disbursement. Participating County has not expended its Cash (hard) Match requirement on a schedule that is at least pro-rata with the percentage expenditure of, collectively, interim financing and lease-revenue bond funds.

B. In the event that State Financing is withheld from the Participating County, the BSCC’s Executive Director or designee shall notify the Participating County of the reasons for withholding and advise the Participating County of the time within which the Participating County may remedy the failure or violation leading to the withholding.

The BSCC will not reimburse counties for costs identified as ineligible for State Financing. If State Financing has been provided for costs subsequently discovered to be ineligible, the BSCC may either withhold an equal amount from subsequent payments to the Participating County or require repayment of an equal amount to the State by the Participating County. Any State Financing so remitted to the BSCC may be subject to interest equal to the rate earned by the State Pooled Money Investment Account.

#### ARTICLE 9. DISBURSEMENT

Participating County shall be paid in arrears on invoices of expenditures and requests for funds submitted to BSCC at mutually agreed upon intervals, see Article 7(A), on the Fiscal Invoice and Progress/Final Report. Participating County shall supply BSCC with appropriate expenditure documentation and request for funds on form(s) provided by BSCC and certify to the accuracy of the report(s) in accordance with generally accepted governmental accounting principles and BSCC regulations, guidelines, policies and procedures. Participating County shall further certify that all listed expenditures are actual and that all funds were expended for the purpose of liquidating obligations identified in Exhibit B and legally incurred.

The State will issue a warrant for eligible funds within approximately thirty (30) to sixty (60) days of receipt of Participating County invoice and documentation of eligible expenditures. All requests for payment shall be accompanied by any documentation as may be required by BSCC or the Board and with such certification(s) as may be required by BSCC.

#### ARTICLE 10. DISPUTES

Participating County shall continue with the responsibilities under this Agreement during any disputes. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under, or relating to, the performance of this Agreement which is not resolved by agreement between Participating County and BSCC staff shall be decided by the BSCC. This clause does not preclude consideration of legal questions; nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or BSCC on a question of law.

Participating County may appeal on the basis of alleged misapplication, capricious enforcement of regulations, or substantial differences of opinion as may occur concerning the proper application of regulations or procedures. Such appeal shall be filed within thirty (30) calendar days of the notification of the action with which the Participating County is dissatisfied. The request shall be in writing stating the basis for the dissatisfaction and the action being requested of the BSCC.

A hearing shall be conducted by a hearing panel designated by the Chairperson of the BSCC Board at a reasonable time, date, and place, but not later than twenty-one (21) calendar days after the filing of the request for hearing with BSCC, unless delayed for good cause. BSCC shall mail or deliver to the appellant or authorized representative a written notice of the time and place of hearing not less than fourteen (14) calendar days prior to the hearing. The procedural time requirements may be waived with mutual written consent of the parties involved.

Appeal hearing matters shall be set for hearing, heard, and disposed of by a notice of decision by the BSCC Board within ninety (90) calendar days from the date of the request for appeal hearing, except in those cases where the appellant withdraws or abandons the request for hearing or the matter is continued for what is determined by the hearing panel to be good cause.

An appellant may waive a personal hearing before the hearing panel and under such circumstances, the hearing panel shall consider the written information submitted by the appellant and other relevant information as may be deemed appropriate.

The hearing is not formal in nature. Pertinent and relevant information, whether written or oral, will be accepted. Hearings will be tape recorded. After the hearing has been completed, the hearing panel shall submit an advisory recommendation on the matter to the BSCC Board. The decision of the BSCC Board shall be final.

Notwithstanding any other provision of this Article 10, this Article 10 shall not limit any other rights or remedies available to the State or any other Agency under any other Project Document including, without limitation, the PDCA.

#### ARTICLE 11. REMEDIES

Participating County 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 the BSCC as a result of breach of this Agreement by the Participating County, whether such breach occurs before or after completion of the Project. In the event of litigation between the Parties hereto arising from this Agreement, it is agreed that the prevailing Party shall be entitled to such reasonable costs and/or attorney fees and costs as may be ordered within the discretion of the Court.

#### ARTICLE 12. WAIVER

The Parties hereto may, from time to time, waive any of their rights under this Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the Party making such waiver.

**EXHIBIT B**

**PROJECT DESCRIPTION AND BUDGET**

Capitalized terms not defined in this Exhibit B shall have the meaning as set forth in the Agreement to which this Exhibit B is attached.

County (County): Stanislaus

Name of Facility Subject to Construction: Stanislaus County Reentry and Enhanced Alternatives to Custody Training (REACT) Center.

**SECTION 1. PROJECT DESCRIPTION**

This project will design and construct a new Reentry and Enhanced Alternatives to Custody Training Center adjacent to an existing jail. The project will be constructed on approximately 3.5 acres of the greater 127± acres of county-owned land at the Stanislaus County Public Safety Center in the City of Ceres. This new facility will be dependent on the adjacent, existing jail for several core operational components, including main kitchen; laundry; offender intake, release, and transportation; and staff support services.

The new building will provide a public lobby and reception area, administration space, a processing area, classrooms, a multipurpose room, counseling rooms, housing for up to approximately 288 adult offenders in secure transitional housing units, and all necessary circulation and common space. The housing units will include a secure sally port, a security control center, video visitation, a re-therm kitchen, secure dayrooms, outdoor recreation space, and showers and toilets. They will also include numerous programs and training rooms for adult education, religious services, counseling, self-help classes, mental health evaluations/classes, and other life-skills and job/career preparation programs.

The project will also include, but is not limited to, electrical; plumbing; mechanical; computerized heating, ventilation, and air conditioning; security; and fire protection systems, as well as security fencing and additional staff and visitor parking.

**SECTION 2. PROJECT TIMETABLE.**

3. Performance Criteria and Concept Drawing Approval	December 11, 2015
4. Release of Request for Proposals Approved by Department of Finance	January 08, 2016
5. Proposals Due to County	February 24, 2016
6. Design Build Award by County	April 19, 2016
7. Notice to Proceed	April 25, 2016
8. Construction Completion	February 28, 2018

SECTION 3. CONSTRUCTION MANAGEMENT PLAN

**I. PROJECT DELIVERY**

**A. Design-Build Procurement Approach**

Stanislaus County, with approval of the Board of Supervisors, intends to utilize the design-build procedure (authorized by Public Contract Code Section 22162) for procuring construction projects in the Stanislaus County in excess of one million dollars (\$1,000,000) and plans to award the project using the best value evaluation approach.

The County's design-build procurements will progress in a four-step process, as follows:

**Step 1: Prepare Performance Criteria and Concept Drawings**

Stanislaus County will prepare a set of documents setting forth the performance criteria of the project. The documents may include, but are not limited to, the size, type, and desired design character of the public improvement, performance specifications covering the quality of materials, equipment, and workmanship, preliminary plans or building layouts, or any other information deemed necessary to describe adequately Stanislaus County's needs.

The documents shall be reviewed and approved by the appropriate State Offices.

The performance criteria and concept drawings shall be prepared by a design professional that is duly licensed and registered in California. Any architect or engineer retained by Stanislaus County to assist in the development of the project-specific documents shall not be eligible to participate in the preparation of a bid with any design-build team for that project.

**Step 2: Prequalify Design-Build Teams**

Stanislaus County shall establish a procedure in accordance with Public Contract Code Section 22164 to prequalify design-build teams using a Request for Statement of Qualifications procedure developed by the Stanislaus County. In preparing the Request for Qualifications, Stanislaus County shall consult with the construction industry, including representatives of the building trades and surety industry. Answers to questions contained in the Request for Qualifications, information about current bonding capacity, a notarized statement from surety, and the most recent audited financial statements, with accompanying notes and supplemental information, are required. The County will use these documents as the basis for evaluating Design-Build Teams. Only those Design-Build Teams deemed prequalified by the Stanislaus County Board of Supervisors will be invited to participate in Step 3.

**Step 3: Request Proposals from Prequalified Teams**

Based on the documents prepared in Step 1 and approved by the appropriate State Agencies, and the determinations made in Step 2, Stanislaus County will prepare a Request for Design-Build Proposals that invites interested parties to submit competitive sealed proposals in the manner prescribed by the Stanislaus County. The Request for Proposals shall be approved by DOF and shall include, but is not limited to, the following elements:

Identification of the basic scope and needs of the project, the expected cost range, and other information deemed necessary by Stanislaus County to inform interested parties of the contracting opportunity, to include the methodology that will be used by the Stanislaus County to evaluate the design-build proposals.

Significant factors that Stanislaus County reasonably expects to consider in evaluating proposals, including cost or price and all non price related factors.

The relative importance of weight assigned to each of the factors identified in the request for proposals.

If Stanislaus County chooses to reserve the right to hold discussions or negotiations with responsive proposers, it shall so specify in the Request for Proposals and shall publish separately or incorporate into the Request for Proposals applicable rules and procedures to be observed by Stanislaus County to ensure that any discussions or negotiations are conducted in good faith.

#### Step 4: Final Selection of Design-Build Team

Final Design and all Construction services shall be provided by a single Design-Build Team for the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project and their Subcontractors under a design-build method of procurement. The Design-Build Contractor shall complete all Work specified in the Contract Documents, in accordance with the Design-Build Performance Criteria and Concept Drawings, and all other terms and conditions of the Contract Documents.

Stanislaus County shall establish a procedure for final selection of the design-build team that shall be based on a design-build competition based upon best value criteria set forth in the Request for Proposals in accordance with California Public Contract Code Section 22164.

#### **B. Project Management**

The Board of Supervisors shall have the power to bind the County and to exercise the rights, responsibilities, authorities, and functions vested therein by the contract documents, except that it shall have the right to designate authorized representatives to act on its behalf. The County has designated the Chief Operations Officer / Assistant Executive Officer as the Project Manager. All work shall be performed under the general direction of the Project Manager. The Project Manager has designated the County's Capital Projects division to handle the day-to-day management of the Project. Capital Projects' staff is comprised of a combination of County employees and other County resources as designated by the Project Manager. The County may, at any time during the performance of this contract, vest in any such other representatives additional power and authority to act on its behalf.



## II. CONSTRUCTION MANAGEMENT PLAN

### A. DESIGN MANAGEMENT:

- A. DESIGN MANAGEMENT:
- Project Manager with assistance of Bridging Architect shall monitor development of final construction documents by Design-Build Team to ensure that they meet the Performance Criteria and Concept Drawings approved by the State Public Works Board.
- Project Manager shall ensure that construction documents created by the Design-Build Team are reviewed and approved by the State Fire Marshal and other entities as required by the State Fire Marshal and Board of State and Community Corrections.
- B. CONSTRUCTION MANAGEMENT:
- Project Manager shall provide and maintain a construction management team on the Project site to provide contract administration as an agent of the County and to establish and implement coordination and communication procedures among County, BSCC, DOF, Bridging Architect (as necessary), and the Design-Build Team.
- Technical inspection and testing provided by consultants shall be coordinated by Project Manager. Project Manager shall be provided a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period.
- Project Manager shall review the Design-Build Contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Contract Documents. If changes in the Master Schedule maintained by Project Manager are appropriate, Project Manager shall make such modifications as approved by the County.
- Project Manager shall establish, implement, and monitor a change order control system and cost accounting system.
- Project Manager shall review the payment applications submitted by the Design-Build Team and determine whether the amount requested reflects the progress of the Design-Build Team's work. Project Manager shall make appropriate adjustments to each payment application and shall forward to the County for payment.
- Project Manager shall establish, implement, and monitor a Quality Control Plan.
- C. POST-CONSTRUCTION MANAGEMENT:
- Project Manager shall assist the County in obtaining an Occupancy Permit by accompanying governmental officials during inspections of the Project, preparing and submitting documentation to governmental agencies and coordinating final testing and other activities.
- Project Manager shall assist in the preparation of a final audit of the project for BSCC as required in the BSCC Construction Agreement.

### SECTION 4. KEY PERSONNEL

Construction Administrator: Patricia Hill Thomas

Title: Chief Operations Officer/Assistant Executive Officer/Project Manager

Financial Office: Lauren Klein, CPA

Title: Auditor-Controller

Project Contact Person: Darrell Long

Title: Capital Projects-Program Manager

SECTION 5. BUDGET CLASSIFICATION SCHEDULES

LINE ITEM	STATE FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Construction	\$35,805,000	\$0		\$35,805,000
2. Additional Eligible Costs	\$2,031,000	\$279,000		\$2,310,000
3. Architectural	\$1,640,000	\$402,000		\$2,292,000
4. Project/ Construction Management	\$524,000	\$1,783,000		\$2,307,000
5. CEQA		\$0		\$0
6. State Agency Fees		\$51,000		\$51,000
7. Audit		\$15,000	\$0	\$15,000
8. Needs Assessment		\$16,000	\$0	\$16,000
9. Transition Planning		\$0	\$339,000	\$339,000
10. County Administration			\$1,560,000	\$1,560,000
11. Land Value			\$0	\$0
<b>TOTAL PROJECT COSTS</b>	<b>\$40,000,000</b>	<b>\$2,546,000</b>	<b>\$1,899,000</b>	<b>\$44,445,000</b>
<b>PERCENT OF TOTAL</b>	<b>90.00%</b>	<b>5.73%</b>	<b>4.27%</b>	<b>100%</b>

# SB 1022 Application

- Approval to Submit a Proposal to the Board of State and Community Corrections for Jail Construction Funding (SB 1022), for \$40 million for Replacement and Program Based Jail Facilities
- Updated 2013 Needs Assessment
- Transfer of Funds to Fully Satisfy the Required County Match and the use of Public Facility Fees for Match

Agenda Item B-11      October 15, 2013  
Stanislaus County Board of Supervisors



Application to State of California for  
Adult Local Criminal Justice Facilities Construction Financing (SB 1022)



---

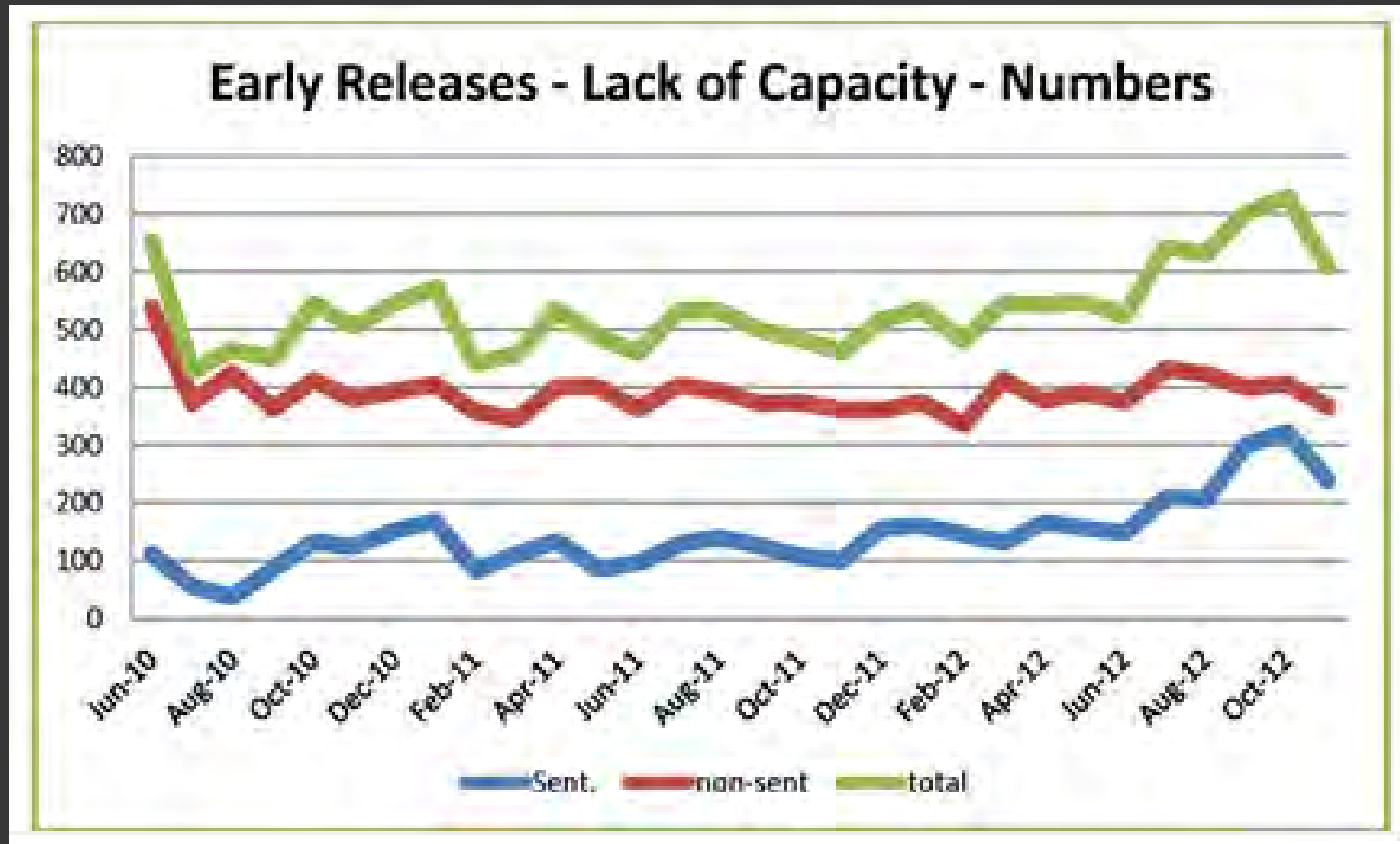
Adam Christianson

Sheriff  
Stanislaus County

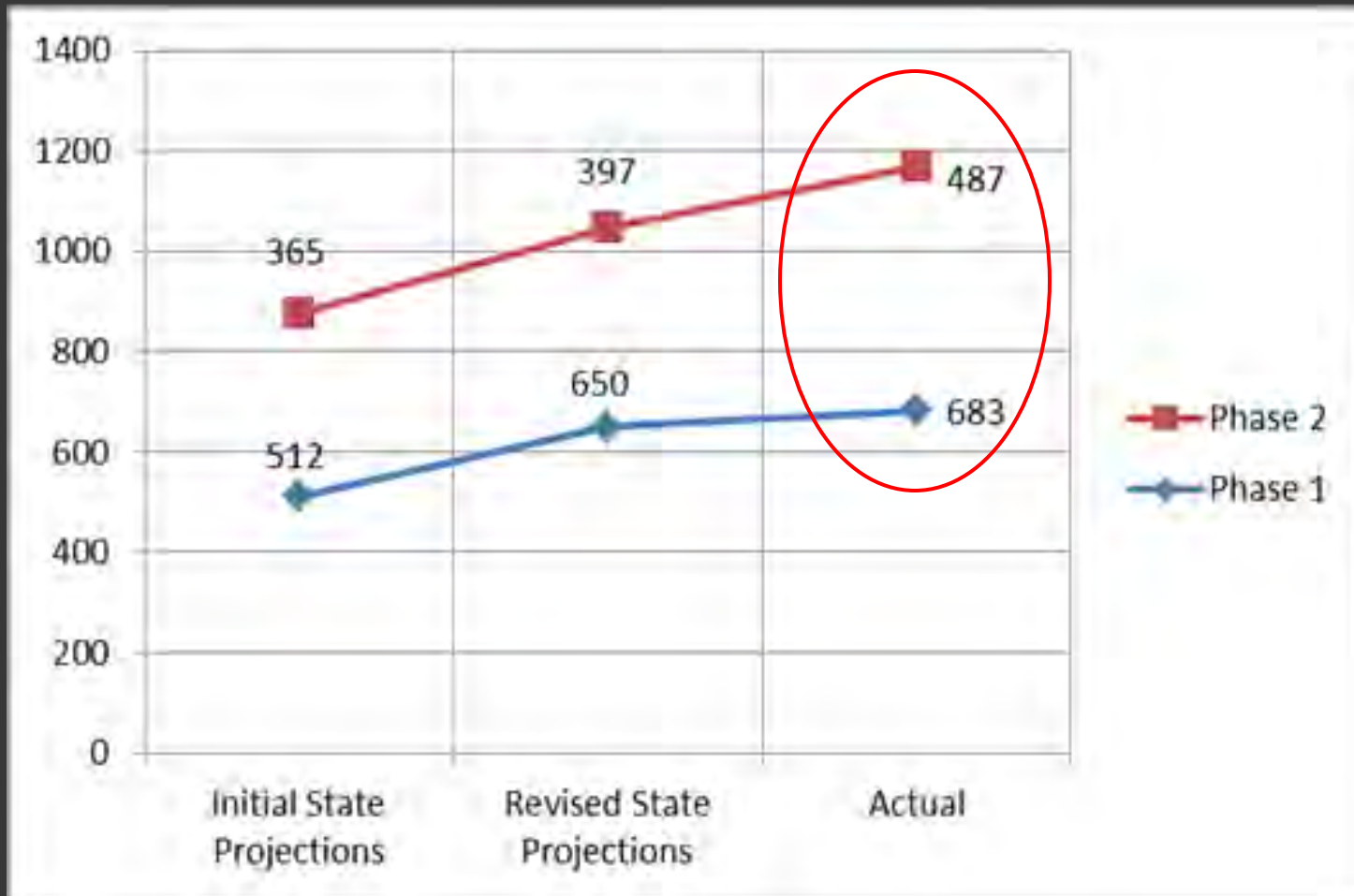
## *Senate Bill 1022 – The Latest Local Jail Funding Initiative*

- Significant change: AB 109-Realignment to County Sheriff and Probation Responsibility.
- Stanislaus County urgently needs *additional and replacement* jail facilities.
- Program Facilities are required.
- **REACT**: Reentry and Alternatives to Custody Training Center.
- Replace the Downtown Jail.
- Consolidate jail facilities at the Public Safety Center for increased efficiency.

# Stanislaus County Jail Needs Assessment

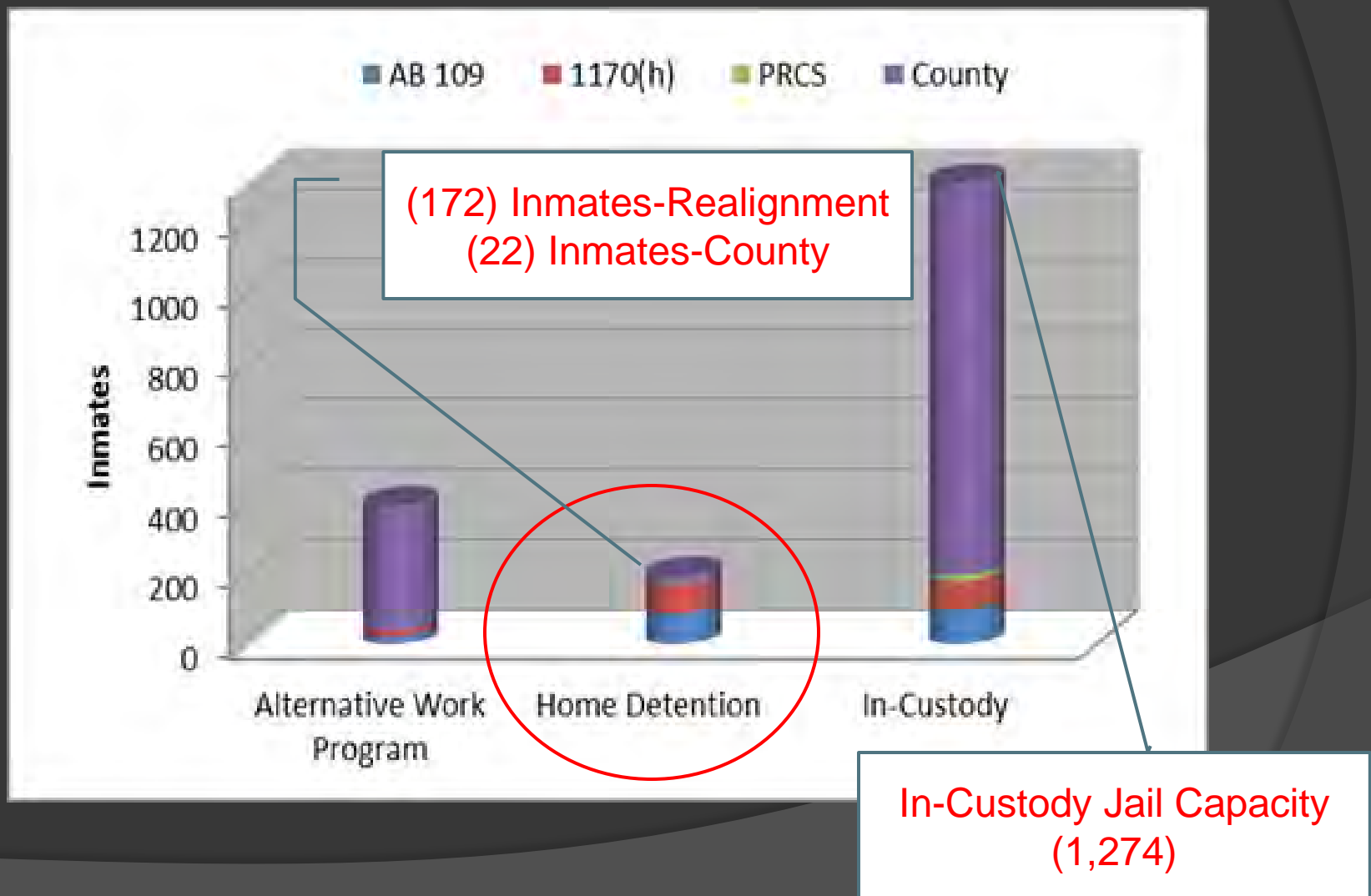


## *Stanislaus County Jail Needs Assessment*





# Stanislaus County Jail Needs Assessment



Application to State of California for  
Adult Local Criminal Justice Facilities Construction Financing (SB 1022)



---

**Patricia Hill Thomas**

Chief Operations Officer  
Stanislaus County

## *Stanislaus County Jail Needs Assessment*

- 2008
  - Higher security Jail capacity needed.
- 2010
  - Fire at Honor Farm Destroys Barracks #1 and #2.
  - 433 additional maximum security beds by 2018.
- 2011
  - Intake/Release at Men's Jail inadequate for the number of inmates processed.
  - State enacts AB 109 Corrections Realignment further adding to shortfall of County Jail capacity.
  - County applies for AB 900 Phase II Adult Local Criminal Justice Facilities Construction Funding and receives \$80 million award from State for two projects totaling \$89.5 million.

## *Stanislaus County Jail Needs Assessment*

- 2011
- State Corrections Realignment results in greater number of inmates than forecast by the State of California.
  - County initiates planning and design of AB 900 Phase II Jail Expansion Projects:
    - Project 1:
      - Maximum Security Beds (384 beds)
      - Special Needs Housing (57 beds)
      - Medical/Mental Health (15 beds)
      - Security Control and Staff Support
    - Project 2:
      - Day Reporting Center

## *Stanislaus County Jail Needs Assessment*

2011     ▪ County funds a companion Jail Expansion project:

Project 3:   ▪ Intake/Release/Transportation  
              ▪ Public Lobby  
              ▪ Jail Administration and Staff Support

Funded using \$24 million in Public Facilities Fees (PFF).

## *Stanislaus County Jail Needs Assessment*

- 2013
- County opens the Juvenile Commitment Center – the first Juvenile SB 81 facility in California.
  - County opens Sheriff's Detention Unit Two, the replacement for the Honor Farm facility with 192 beds.
  - Schematic Plans for AB 900 Phase II projects are submitted to State of California for review.

## *Updated Stanislaus County Jail Needs Assessment*

- 2013
- 25% of County inmates are AB 109/Realignment.
  - “Identifies the need for additional programming space, especially programming that focuses on community re-entry, due to the radical change in the inmate demographics in the jail system due to AB 109 realignment.”
  - “The need for a net addition of 342 replacement beds constructed at PSC to allow the County to close the antiquated Men’s Jail and centralize all inmates and associated services at the PSC campus.”

## *Senate Bill 1022 – The Latest Local Jail Funding Initiative*

- Competitive application for a total of \$500 million in lease-revenue bond financing, \$160 million for Medium sized counties.
- Stanislaus County is eligible for up to \$40 million.
- Available for Programs and Beds; or Programs only.



## Re-Entry and Enhanced Alternatives to Custody Training **REACT Center Project**

---

- 288 beds of transitional housing at the Public Safety Center (PSC).
- Includes a REACT Programs Center to provide counseling and training to pre-release inmates and post-release review and support.
- Would provide sufficient jail capacity at the PSC to allow closure of the Downtown Men's Jail Housing, leaving only Court-holding facilities in downtown Modesto.

## Re-Entry and Enhanced Alternatives to Custody Training **REACT Center Project**

---

- Modernization and Efficiency Plan at Public Safety Center
- Closure of the Downtown Men's Jail Housing will result in the reallocation of staffing to SB 1022 REACT Center and Transitional Housing Unit.
- Alternative Work Program (AWP) administration and staffing located at 801 11<sup>th</sup> Street, Modesto to relocate to the SB 1022 REACT Center.

## Re-Entry and Enhanced Alternatives to Custody Training **REACT Center Project**

---

- Net Jail Capacity increase of **444** jail beds in the County Jail system, total of up to **1,758**.
- As with AB 900 Phase II, the SB 1022 Program does not require full occupancy of a newly constructed jail facility, therefore the Sheriff will have the ability to phase and transition inmates and staff to the new facility as it needs to in managing the inmate population.

## Re-Entry and Enhanced Alternatives to Custody Training **REACT Center Project**

	Existing 10.4.13	AB 900 Phase II Jail Expansion	SB 1022 REACT Project
Immediate Action Plan & Minimum Unit 1	726	726	726
Unit 2 (Honor Farm Replacement Project)	192	192	192
Housing Units Project 1		456	456
REACT Housing Units			288
<b>Total Beds at Public Safety Center</b>	<b>918</b>	<b>1374</b>	<b>1662</b>
	Existing 10.4.13	Close IWQ Unit	Court Holding Facility Only
Downtown Jail Beds	396	334	0
	<b>Total Beds</b>	<b>Total Beds</b>	<b>Total Beds</b>
Overall Total Jail System Beds	1314	1708	1662
	Net Increase	Net Increase	Net Increase
Overall Net Bed Increase to Jail System	N/A	394	348

\*96-Bed Alternate for AB 900 Phase II Housing Units Construction

Application to State of California for  
Adult Local Criminal Justice Facilities Construction Financing (SB 1022)



---

**Darrell Long**

Programs Manager-Capital Projects  
Stanislaus County

## *Senate Bill 1022 – The Latest Local Jail Funding Initiative*

- Programs cannot be offered at the Downtown Men's Jail due to lack of program space within that aging facility. Programs can only be offered in general population units at the Public Safety Center.
- Currently, the S.C.I.L.S. program offers many of the partnership and volunteer supplied programs in a one-room modular facility at the Public Safety Center site.

## *Senate Bill 1022 – The Latest Local Jail Funding Initiative*

- REACT Center Project (SB 1022) will include programming space for partnership and volunteer services.
- Evidence Based System for analysis of outcomes of the REACT Center programming efforts.
- Inmates will receive education, training and mental/medical health services, with the goal of reducing recidivism.
- Approximately 300 inmate participants annually.

## *Senate Bill 1022 – A State & County Project*

- State Lease-Revenue Bond Funding: 90%
- County Match: 10% Cash and In-Kind Match



- Similar to State SB 81 Project Funding for Juvenile Commitment Center and AB 900 Public Safety Center Expansion



## *Senate Bill 1022 – The Latest Local Jail Funding Initiative*

- Four criteria are established by State:
  - County contribution of 10% matching funds.  
(Mandatory)
  - Initial real estate due diligence submitted.
  - California Environmental Quality Act compliance.
  - Authorization to execute financing program documents.

## *Senate Bill 1022 – Stanislaus County Ready to Proceed*

- County contribution of 10% matching funds:
  - County contribution of 10% matching funds.  
(Mandatory)
  - Can be in the form of Cash (Hard) Match or In-Kind Match.
  - ***County is ready to proceed with \$4,445,000 available for the SB 1022 Construction Financing Program.***

## Re-Entry and Enhanced Alternatives to Custody Training

### REACT

---

<b>TOTAL Project Cost</b> .....	<b>\$44,695,000</b>
SB 1022 Construction Financing.....	\$40,000,000
Previously Approved County Match .....	\$4,000,000
Public Facilities Fees (PFF) for Project Match ...	\$445,000
Public Facilities Fees - SB 1022 Ineligible Costs*	\$250,000
<hr/>	
<b>TOTAL Project Funding</b> .....	<b>\$44,695,000</b>

\*SB 1022 Ineligible Costs including legal services, office supplies, printing and publications cannot be used as County Match.

## *Senate Bill 1022 – Stanislaus County Ready to Proceed*

- Real Estate Due Diligence:
  - Stanislaus County has project site control through fee simple ownership.
  - County will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site of the facility subject to construction, or lease the facility for operation to other entities, without permission and instructions from the Board of State and Community Corrections.

Community Services Facility

HACKETT ROAD

170

180

200

Fleet

Sheriff's  
Operations  
Center

Project 2  
Day  
Reporting  
Center

Staff Parking

Kitchen/Laundry  
(1992)

Project 3  
Intake

Intake Sallyport

Unit One  
(1994)

Project 1  
Housing/Medical/MH

Immediate  
Action Plan  
Jail (1992)

Proposed  
SB 1022  
REACT  
Site

Animal  
Services  
Facility  
(2010)

Unit Two  
(2013)

CROWS LANDING ROAD

3620

3643 3647



## *Senate Bill 1022 – Stanislaus County Ready to Proceed*

- Compliance with the California Environmental Quality Act (CEQA):
  - Prior analysis of Public Safety Center Projects, filing of a Notice of Determination (NOD) on June 5, 2012 for **1,374** jail beds at PSC under AB 900 Expansion Projects.
  - West Ceres Landing Specific Plan EIR allows for **1,892** jail beds at PSC.
  - Estimated bed count with **SB 1022 Project** is up to **1,758** at PSC.

## *Senate Bill 1022 – Stanislaus County Ready to Proceed*

- Authorization to return for approval to execute financing program documents:
  - County is seeking funding preference associated with the review of and authorization to execute the SB 1022 Program project documents including:
    - *Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease.*

## *Next Steps:*

- *December 2013:*
  - Executive Steering Committee (ESC) of BSCC/CDCR to meet with Counties for presentations of projects.
  - ESC recommendations are mailed to Counties.
- *January 2014:*
  - BSCC grants conditional awards to Counties.



## *Next Steps:*

- *Spring 2014:*
  - *Contingent upon funding award, State Public Works Board (SPWB) Project Establishment, Real Estate Due Diligence Package approval, and Site Assurances.*
- *Summer 2014:*
  - *Contingent upon funding award, Board of Supervisors approves a Architectural and Engineering Design Team for the SB 1022 Project.*

## *Next Steps:*

- *Fall 2015:*
  - Contingent upon funding award, Board of Supervisors approves Operational Statement, Staffing Plan, Performance Criteria and Concept Drawings and authorizes transmittal to State.
  
- *Summer 2016:*
  - Contingent upon funding award, Board of Supervisors approves a conditional award of a construction contract for a Design-Build Entity.

## *Next Steps:*

- *Spring 2018:*
  - Contingent upon funding award, Substantial Completion of SB 1022 REACT Project
  - Final Acceptance by Board of Supervisors
  - Occupy within 90 Days

## *Today's Actions:*

- 1. Approve the filing of a Notice of Exemption finding that the proposed project is exempt under provisions of the California Environmental Quality Act (CEQA) pursuant to State Guidelines Section 15061(b)(3).*
- Public Safety Center Expansion (AB 900) and (SB 1022) REACT Center Project will bring the total jail bed capacity at the PSC to 1,758 beds, in line with the Notice of Determination (NOD) filed June 5, 2012 and West Ceres Landing Specific Plan EIR for up to 1,892 jail beds at the site.

## *Today's Actions:*

2. *Approve the Stanislaus County Jail Needs Assessment 2013 Update prepared by Crout Criminal Justice Consulting, LLC.*
- The SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program requires the submittal of an Needs Assessment (NA). The NA calls for up to an additional 342 net replacement beds for the Men's Jail. The SB 1022 REACT Center Project would replace up to 288 jail beds.

## *Today's Actions:*

- 3. Approve the use of \$445,000 in Public Facility Fees, as recommended by the Public Facilities Fees Committee and Capital Facilities Committee, along with the \$4 million previously authorized by the Board of Supervisors, bringing the total commitment for County funds to \$4,445,000. These funds are to be used solely as match for the Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) to match the requested \$40,000,000 in State Lease Revenue Bond Financing with the State of California Board of State and Community Corrections and the Department of Corrections and Rehabilitation.*

## *Today's Actions:*

4. *Approve the use of Public Facility Fees, as recommended by the Public Facilities Fees Committee and Capital Facilities Committee, including the additional commitment of up to \$250,000 in Public Facility Fees for ineligible project costs.*
- Ineligible projects costs are necessary for the delivery of the REACT Project. These costs cannot be included as County match as per the SB 1022 Funding Program requirements.

## *Today's Actions:*

5. *Authorize the designation of the Chief Operations Officer as the Project Manager to finalize and submit the application pursuant to the Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) to the State of California Board of State and Community Corrections and Department of Corrections and Rehabilitation for \$40,000,000 funded through State Lease Revenue Bond Financing.*
- The availability of State funding for local jails is tremendously important to the success of local law enforcement in implementing the challenges associated with Public Safety Realignment.



## *Today's Actions:*

- 6. Approve the formal Board of Supervisors Resolution required by the State for submission of the application.*
- 7. Direct the Auditor Controller to establish an interest Capital Project Fund for the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project.*

## *Today's Actions:*

- 8. Direct the Auditor Controller to increase other operating transfers out appropriations in the amount of \$4,000,000 in the Chief Executive Office-Plant Acquisition Budget and to increase operating transfers in the amount of \$4,000,000 to the SB 1022 Adult Local Criminal Justice Facilities Capital Project Fund.*
- 9. Direct the Auditor Controller to increase other operating transfers out in the amount of \$445,000 in Fund 6402 Public Facilities Fees-Jail; increase operating transfers in the amount of \$445,000 in the SB 1022 Adult Local Criminal Justice Facilities Capital Project Fund.*

## *Today's Actions:*

*10. Authorize the Project Manager to issue a Request For Proposals for professional architectural design services and return to the Board of Supervisors to recommend an award when appropriate upon award of the State funding.*

# SB 1022 Application



Questions/Comments?

Stanislaus County Board of Supervisors  
Agenda Item B-11      October 15, 2013