

CALENDAR FOR THE BOARD OF SUPERVISORS  
**CONTRA COSTA COUNTY**  
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD  
**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET  
MARTINEZ, CALIFORNIA 94553-1229**

**JOHN GIOIA, CHAIR**, 1ST DISTRICT  
**CANDACE ANDERSEN, VICE CHAIR**, 2ND DISTRICT  
**DIANE BURGIS**, 3RD DISTRICT  
**KAREN MITCHOFF**, 4TH DISTRICT  
**FEDERAL D. GLOVER**, 5TH DISTRICT

**DAVID J. TWA**, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900  
PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO  
AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO TWO (2) MINUTES.

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of  
the day. Your patience is appreciated.

A lunch break or closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at [www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us).

**AGENDA**  
**March 26, 2019**

**9:00 A.M. Convene, call to order and opening ceremonies.**

Inspirational Thought- *"We cannot seek achievement for ourselves and forget about progress and prosperity for our community. Our ambitions must be broad enough to include the aspirations and needs of others, for their sakes and for our own."* ~Cesar Chavez

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.65 on the following agenda) –  
Items are subject to removal from Consent Calendar by request of any Supervisor or on request  
for discussion by a member of the public. **Items removed from the Consent Calendar will be  
considered with the Discussion Items.**

**PRESENTATIONS (5 Minutes Each)**

**PR.1** PRESENTATION by Contra Costa County Historical Society to update the Board  
of Supervisors on activities. (Supervisor Gioia)

**DISCUSSION ITEMS**

**D. 1** CONSIDER Consent Items previously removed.

**D. 2** PUBLIC COMMENT (2 Minutes/Speaker)

- D.3** RECEIVE report and CONSIDER approving recommendations of the Ad Hoc Committee on Board of Supervisors Compensation and providing direction to the County Administrator. (David Twa, County Administrator, Tom Hansen, Committee Chairman)
- D.4** HEARING to consider adopting Resolution No. 2019/83 approving a Purchase and Sale Agreement for the conveyance of real property located on 6th Street, North Richmond (Assessor's Parcel No. 409-132-015) to Gerardo and Ofelia Serrano, for \$61,000, and take related California Environmental Quality Act actions. (Maureen Toms, Conservation and Development Department) (100% Housing Successor Low and Moderate Income Housing Asset Fund)

D. 5 CONSIDER reports of Board members.

**Closed Session**

A. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6)

1. Agency Negotiators: David Twa and Richard Bolanos.

Employee Organizations: Public Employees Union, Local 1; AFSCME Locals 512 and 2700; California Nurses Assn.; SEIU Locals 1021 and 2015; District Attorney Investigators' Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters I.A.F.F., Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Contra Costa County Defenders Assn.; Contra Costa County Deputy District Attorneys' Assn.; Prof. & Tech. Engineers IFPTE, Local 21; and Teamsters Local 856.

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

B. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code § 54956.9(d)(1))

1. *Contra Costa County Deputy Sheriffs Association, et al., v. Contra Costa County Employees Retirement Association, et al.*, California Court of Appeal, First Appellate District, Division 4, Case No. A141913
2. *Contra Costa County Deputy Sheriffs Association, et al., v. Contra Costa County Employees Retirement Association, et al.*, Contra Costa County Superior Court Case No. C15-00598

**11:00 A.M.**

**26th Annual Cesar E. Chavez Commemorative Celebration**

ADJOURN in memory of  
***Donna Choate Irwin***  
1st female Sergeant, Lieutenant and Captain of the  
Contra Costa County Sheriff's Department

ADJOURN to the signing ceremony at  
New Administration Building Site  
1025 Escobar Street, Martinez

## **CONSENT ITEMS**

### **Road and Transportation**

- C. 1** APPROVE the 2019 Asphalt Rubber Cape Seal Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Bay Point, Clyde, Concord, Lafayette, Pleasant Hill and San Pablo areas. (91% Local Road Fund, 9% CalRecycle Grant)
  
- C. 2** APPROVE the 2019 Microsurface Seal Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Lafayette and Pleasant Hill areas. (100% Local Road Fund)
  
- C. 3** AUTHORIZE the Public Works Director, or designee, to advertise the 2019 On-Call Trucking Services Contracts for Aggregate Stockpiling and Transportation, as recommended by the Public Works Director, Countywide. (100% Local Road Fund)
  
- C. 4** ADOPT Resolution No. 2019/95 accepting as complete the contracted work performed by Hess Concrete Construction Co., Inc., for the Rio Vista Elementary Pedestrian Connection Project, as recommended by the Public Works Director, Bay Point area. (76% Active Transportation Program – Safe Routes to School funds and 24% Local Road Fund)

### **Engineering Services**

- C. 5** ADOPT Resolution No. 2019/93 approving and authorizing the Public Works Director, or designee, to fully close a segment of Parker Avenue, between San Pablo Avenue and 6th Street, on April 13, 2019 from 9:00 AM through 9:20 AM, for the purpose of Rodeo Baseball Association Opening Day Parade, Rodeo area. (No fiscal impact)

### **Special Districts & County Airports**

- C. 6** ADOPT Resolution No. 2019/84 of Initiation ordering the preparation of an Engineer's Report and related proceedings for the levy and collection of the Fiscal Year 2019-20 assessments for Countywide Landscaping District AD 1979-3 (LL-2), as recommended by the Public Works Director, Countywide. (100% Countywide Landscaping District AD 1979-3 (LL-2) Fund)
- C. 7** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement, effective April 1, 2019, with Matt Giudice in the monthly amount of \$350 for a T-hangar at Buchanan Field Airport. (100% Airport Enterprise Fund)

### **Claims, Collections & Litigation**

- C. 8** AUTHORIZE and DIRECT the Auditor-Controller to refund property taxes in the amount of \$555.66, plus any applicable interest at the statutory rate, to Alice M. Baxter for the property located at 125 Picasso Drive, Oakley; DENY remainder of the tax refund claim. (14% General Fund, 86% Other Agencies)
- C. 9** DENY claims filed by California Casualty, Joe Gomes (3), Kiara Harris, State Farm, a subrogee of Delores Leon, Ali Taghvai, and USAA Casualty Insurance Company, a subrogee of Henry Guerin. DENY amended claim filed by Jennifer Vanvilay (2).

### **Honors & Proclamations**

- C. 10** ADOPT Resolution No. 2019/65 recognizing April 7-13, 2019 as National Library Week, as recommended by the County Librarian.
- C. 11** ADOPT Resolution No. 2019/73 recognizing the 2019 Youth Hall of Fame Honorees of the 26th Annual Cesar E. Chavez Commemorative Celebration, as recommended by the Cesar Chavez Committee.
- C. 12** ADOPT Resolution No. 2019/101 recognizing Nancy Zandonella on the occasion of her retirement after 33 years of service with Contra Costa County, as recommended by the County Administrator.
- C. 13** ADOPT Resolution No. 2019/104 recognizing Sharon Hymes-Offord on the occasion of her retirement from Contra Costa County, as recommended by Supervisor Gioia.

### **Ordinances**

- C. 14** ADOPT Ordinance No. 2019-05 amending the County Ordinance Code to exclude from the Merit System the classification of District Attorney Assistant Chief of Inspectors-Exempt in the Office of the District Attorney. (No fiscal impact)

### **Hearing Dates**

- C. 15** ADOPT Resolution No. 2019/76, declaring the intention to form Zone 1516 within County Service Area P-6 in the unincorporated area of Walnut Creek; and fixing a public hearing for May 7, 2019, at 9:30 a.m. to consider public input regarding the establishment of Zone 1516 and the adoption of Ordinance No. 2019-07 authorizing the levy of a special tax within Zone 1516 to fund police protection services, as recommended by the Conservation and Development Director. (100% Developer fees)
- C. 16** ADOPT Resolution No. 2019/77, declaring the intention to form Zone 505 within County Service Area P-6 in the Discovery Bay area of Contra Costa County; and fixing a public hearing for May 7, 2019, at 9:30 a.m. to consider public input regarding the establishment of Zone 505 and the adoption of Ordinance No. 2019-09 authorizing the levy of a special tax within Zone 505 to fund police protection services, as recommended by the Conservation and Development Director. (100% Developer fees)
- C. 17** FIX a public hearing on April 16, 2019, at 9:30 a.m., to consider adopting Ordinance No. 2019-10 establishing transportation mitigation fees to be imposed on new development within unincorporated areas of the West Contra Costa Transportation Advisory Committee area of benefit, El Cerrito, Hercules, Pinole, Richmond, and San Pablo areas, as recommended by the Public Works Director. (100% West Contra Costa Transportation Advisory Committee)

### **Appointments & Resignations**

- C. 18** REAPPOINT the Wesley Sullens and Travis Michael Curran to the District IV seats on the Contra Costa County Sustainability Commission, as recommended by Supervisor Mitchoff.
- C. 19** APPOINT Denise Rojas on an interim basis to the position of Risk Manager at Step 6 of the salary range effective April 1, 2019, as recommended by the County Administrator.
- C. 20** REAPPOINT Dan Mackay to the Concord Area seat on the Iron Horse Corridor Management Program Advisory Committee, as recommended by Supervisor Mitchoff.

- C. 21 REAPPOINT Andrew Bryant to the Iron Horse Corridor Management Program Advisory Committee, as recommended by Supervisor Mitchoff.
- C. 22 ACCEPT the resignation of Ruth McCahan, DECLARE a vacancy in Local Committee Lafayette seat on the Advisory Council on Aging, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.
- C. 23 APPOINT Dr. Melinda McLain to the Alternate #1 seat on the El Sobrante Municipal Advisory Council, as recommended by Supervisor Gioia.
- C. 24 ADOPT Resolution 2019/103 designating Chief Assistant County Administrator Timothy M. Ewell and Assistant Risk Manager Denise Rojas, as official representative and alternate, respectively, to act on behalf of Contra Costa County with regard to official matters of the California State Association of Counties (CSAC) Excess Insurance Authority (EIA) effective April 1, 2019, as recommended by the County Administrator.

### **Appropriation Adjustments**

- C. 25 CSA P-2B (7657): APPROVE Appropriations and Revenue Adjustment No. 5056 authorizing new revenue in the Office of the Sheriff (7657) in the amount of \$4,300 from the P2b - Alamo Traffic Safety Fund for the San Ramon Valley Unified District Crossing Guard.

### **Grants & Contracts**

**APPROVE and AUTHORIZE execution of agreements between the County and the following agencies for receipt of fund and/or services:**

- C. 26 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract amendment with the California Department of Food and Agriculture to increase the payment limit by \$90,553 to a new payment limit of \$102,628, to perform pest exclusion and high-risk inspections and enforcement activities. (100% State)
- C. 27 ADOPT Resolution No. 2019/92 approving the Assumption of Contra Costa County Pipeline Franchise and County Consent to Transfer for Plains Products Terminals, LLC, to transfer pipeline franchise 2016/670 to TransMontaigne Operating Company L.P., as recommended by the Public Works Director, Martinez area. (No fiscal impact)

- C. 28** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the California Department of Public Health, to increase the amount payable to County by \$74,677 to a new payment limit of \$1,576,262 to provide medical and support care to HIV infected residents for the Public Health HIV Care and Minority AIDS Initiative Project, with no change in the original term of April 1, 2016 through March 31, 2019. (No County match)
- C. 29** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with U.S. Department of Housing and Urban Development, to pay the County an amount not to exceed \$966,573 for the Contra Costa County Continuum of Care Program to provide permanent supportive housing and support services for homeless individuals for the period February 27, 2019 until terminated by either party. (\$58,821 County match, budgeted)
- C. 30** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept additional funding from First 5 Contra Costa, to increase the grant by \$6,000 for a new amount of \$24,000 for additional classroom enhancement through the implementation of the Quality Rating and Improvement System for infant-toddler programs. (No County match)
- C. 31** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract containing mutual indemnification language with the Public Health Institute, in an amount payable to the County not to exceed \$260,000 for the California Bridge Program to provide opioid use disorder services upon patient discharge from Contra Costa Regional Medical Center, for the period February 15, 2019 through July 15, 2020. (100% State)
- C. 32** APPROVE and AUTHORIZE the County Administrator, or designee, to apply for the California Board of State and Community Corrections Youth Reinvestment grant in an amount not to exceed \$1,000,000 for juvenile diversion for the period July 1, 2019 through February 28, 2023. (90% State, 10% In-kind Match)

**APPROVE and AUTHORIZE execution of agreement between the County and the following parties as noted for the purchase of equipment and/or services:**

- C. 33** ADOPT Resolution No. 2019/45 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment with California Department of Social Service to increase the payment limit from \$0 to an amount not to exceed \$36,800 to provide legal support services and family evaluations in support of the Resource Family Approval requirements, with no change to the term January 1, 2017 through June 30, 2019. (50% State, 50% Federal)

- C. 34** APPROVE and AUTHORIZE the Chair of the Board of Supervisors to enter into a Memorandum of Understanding with San Ramon Valley Unified School District, in an amount not to exceed \$4,217 for partial funding of a crossing guard at the intersection on Hemme Avenue at the Iron Horse Trail Crossing in Alamo for the period July 1, 2017 through June 30, 2018. (100% CSA P-2B Fund)
- C. 35** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment effective April 1, 2019 with Valley Operators, LLC, to extend the term from August 31, 2020 to December 31, 2021 and increase the payment limit by \$100,000 to a new payment limit of \$200,000 for additional on-call water treatment facility operation and maintenance services, Bethel Island and Byron areas. (100% Various Funds) (Project No. 7473-6X9E71)
- C. 36** ALLOCATE \$51,174 from the Livable Communities Trust (District I portion) to RYSE, Inc., for the planning, design and construction of the RYSE Youth Center Capital Expansion Project, as recommended by Supervisor Gioia. (100% Livable Communities Trust Fund, District I portion)
- C. 37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Lumetra Healthcare Solutions in an amount not to exceed \$161,000 to provide consultation and technical assistance regarding electronic health record technology in order to qualify for Centers for Medicare and Medicaid Services Incentive Programs for the period April 1, 2019 through March 31, 2020. (100% Hospital Enterprise Fund I)
- C. 38** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Aspiranet, to increase the payment limit by \$144,298 to a new payment limit of \$828,298 to provide additional coordination services of Home-based Early Head Start programs throughout the County, with no change to the original term ending June 30, 2019. (100% Federal)
- C. 39** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with West Coast Electric Services Company, Inc., in an amount not to exceed \$2,000,000 for general electrical, main switchgear and infrared testing and maintenance, for the period April 1, 2019 through January 31, 2022, Countywide. (100% General Fund)
- C. 40** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Friendly Cab Company, Inc., to increase the payment limit by \$150,000 to a new payment limit of \$275,000, to provide additional non-medical transportation services for Contra Costa Health Plan members for the period April 1, 2018 through March 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)



- C. 41** APPROVE and AUTHORIZE the County Counsel or designee, to execute, on behalf of Contra Costa County and the Contra Costa County Flood Control and Water Conservation District, a contract amendment with Greenan, Peffer, Sallander & Lally, to allow for an increase in fees beginning June 1, 2019 for specialized professional services. (Various Funds)
- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with SHC Services, Inc. (dba Supplemental Health Care), in an amount not to exceed \$1,500,000 to provide temporary medical staffing services at Contra Costa Regional Medical Center, health centers and detention facilities for the period April 1, 2019 through June 30, 2020. (100% Hospital Enterprise Fund I)
- C. 43** APPROVE and AUTHORIZE the Human Resources Director, or designee, to execute a contract amendment with Massachusetts Mutual Life Insurance Company, to extend the term from April 1, 2019 through June 30, 2019 to continue to provide plan administration for the 457 Deferred Compensation Plan as the County transitions to the new record keeper. (100% Plan participant fees)
- C. 44** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment effective April 1, 2019 with Kimley-Horn and Associates, Inc., to extend the term from April 1 through December 31, 2019, to provide on-call transportation engineering services, Countywide. (100% Local Road Funds)
- C. 45** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with J. Steinman Enterprise to increase the payment limit by \$50,000 to a new payment limit of \$125,000 for laundry equipment maintenance services with no change in the contract term of April 1, 2017 through May 31, 2020. (100% General Fund)
- C. 46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with BHC Fremont Hospital, Inc., to increase the payment limit by \$978,723 to a new payment limit of \$1,278,723, to provide additional inpatient psychiatric hospital services for children and adolescents for the period July 1, 2018 through June 30, 2019. (100% Mental Health Realignment)
- C. 47** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Family Caregiver Alliance, to increase the payment limit by \$55,699 to a new payment limit of \$181,005 for Older Americans Act, Title III-E Family Caregiver Provider Program services, including respite care and education services for older adults, their caregivers, and families, with no change to the term July 1, 2018 through June 30, 2019. (100% Federal)

- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective April 1, 2019 with Sodexo America, LLC, to increase the payment limit by \$35,000 to a new payment limit of \$435,000 for additional management and oversight of the food and nutrition services at Contra Costa Regional Medical Center, with no change in the original term November 1, 2018 through October 31, 2019. (100% Hospital Enterprise Fund I)
- C. 49** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective March 1, 2019 with Applied Remedial Services, Inc., to increase the payment limit by \$52,056 to a new payment limit of \$547,056 to provide additional removal of hazardous waste and chemical services from Contra Costa Regional Medical Center and Contra Costa Health Centers, with no change to the original term of January 1 through December 31, 2019. (100% Hospital Enterprise Fund I)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the San Ramon Valley Fire Protection District, to extend the term from December 14, 2019 through December 14, 2022 and increase the payment limit by \$169,162 to a new payment limit of \$464,362 to provide additional electronic patient care records hosting and support services for the Contra Costa Emergency Medical Services System. (100% Measure H funds)
- C. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Concord Yellow Cab, Inc., to increase the payment limit by \$25,000 to a new payment limit of \$165,000 to provide additional non-emergency transportation services for County residents with HIV disease, with no change to the original term of April 1, 2018 through March 31, 2019. (100% State)
- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Contra Costa County Meals on Wheels, to increase the payment limit by \$11,667 to a new payment limit of \$76,956 to provide additional home delivered meal services for the period July 1, 2018 through June 30, 2019, and to increase the automatic extension payment limit by \$3,905 to a new payment limit of \$19,239 through September 30, 2019. (100% Title III-C2 of the Older Americans Act of 1965)

### **Other Actions**

- C. 53** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute an exclusive negotiating agreement with City Ventures Homebuilding, LLC, for the development of 24 town home units, approximately 2,000 sq. ft. of Commercial space, and a public plaza on a 1.16 acres vacant site at Parker Avenue/Investment Street and Railroad Avenue in the Rodeo area. (100% Housing Successor funds)

- C. 54** ACCEPT the 2018 Annual Housing Element Progress Report, as recommended by the Conservation and Development Director. (No fiscal impact)
- C. 55** ADOPT Resolution No. 2019/94 approving the transfer of ownership of Marina Heights Apartments, a 200-unit affordable housing project located in the City of Pittsburg that was funded by County-issued multifamily housing revenue bonds in 2004, as recommended by the Conservation and Development Director. (No fiscal impact)
- C. 56** ACCEPT the February 2019 update of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.
- C. 57** APPROVE clarification of Board action on November 13, 2018 (C.27), which authorized a lease with Pleasant Hill Executive Park Association for 3,546 square feet of office space at 395 Taylor Blvd., Ste 200 & 230, Pleasant Hill, for the Health Services Department-Wraparound Program, to reflect the correct annual rent payment for the first year to be \$85,956 rather than \$84,679, as recommended by the Public Works Director. (100% Mental Health Services Act)
- C. 58** ACCEPT the Contra Costa County 2018 General Plan Annual Progress Report and DIRECT staff to forward the report to the Governor's Office of Planning and Research and California Department of Housing and Community Development, as recommended by the Conservation and Development Director. (100% Land Development Fund)
- C. 59** APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a one-day use permit with the State of California Department of Parks and Recreation for the use of the Mt. Diablo Summit Observation Deck on May 24, 2019 to conduct civil wedding ceremonies. (No fiscal impact)
- C. 60** APPROVE the Certification of Governance and Leadership Capacity Screening for Head Start confirming strong governance systems in place for our Head Start programs, as recommended by the Employment and Human Services Director.
- C. 61** APPROVE and AUTHORIZE the County Administrator, or designee, to execute the Maintenance of Effort Certification Form for Fiscal Year 2018/19 as required by Chapter 886, Statutes of 1994 to receive Proposition 172 (public safety sales tax increment) funds, and to submit the Certificate to the County Auditor-Controller, as recommended by the County Administrator. (100% State Proposition 172 Funds)
- C. 62** REFER to the Internal Operations Committee to create a policy on language interpretation services at the Board of Supervisors meetings, as recommended by Supervisor Gioia.

- C. 63** Acting as the Governing Board of the West Contra Costa Healthcare District, ADOPT Resolution No. 2019/97 establishing the Finance Committee of the West West Contra Costa Healthcare District and APPOINT Supervisors John Gioia and Federal D. Glover to the Committee, as recommended by Supervisor Gioia. (No fiscal impact)
- C. 64** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a purchase and sale agreement for the conveyance of an approximately 2,500 square foot parcel of real property located at 4006 MacDonald Avenue, and an approximately 5,000 square foot parcel of real property on MacDonald Avenue, between 39<sup>th</sup> Street and 40<sup>th</sup> Street to RYSE, Inc., for \$425,000, and take related actions under the California Environmental Quality Act and allocate \$42,500 of Livable Communities Trust fund money toward the purchase price. (100% General Fund)

**Successor Agency to the Contra Costa County Redevelopment Agency**

- C. 65** APPROVE and AUTHORIZE the County Counsel or designee to execute, on behalf of Contra Costa County and the County in its capacity as the Successor Agency to the Contra Costa County Redevelopment Agency, contract amendments with Goldfarb & Lipman to update the firm's billing rates for specialized professional legal services. (100% Federal)

**GENERAL INFORMATION**

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and the Successor Agency to the Redevelopment Agency. Persons who wish to address the Board should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 96 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106.

Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements.

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 651 Pine Street, Martinez, California.

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[www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us)

### **STANDING COMMITTEES**

The **Airport Committee** (Supervisors Diane Burgis and Karen Mitchoff) meets quarterly on the second Wednesday of the month at 11:00 a.m. at the Director of Airports Office, 550 Sally Ride Drive, Concord.

The **Family and Human Services Committee** (Supervisors Candace Andersen and John Gioia) meets on the fourth Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Finance Committee** (Supervisors Karen Mitchoff and John Gioia) meets on the fourth Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Hiring Outreach Oversight Committee** (Supervisors Federal D. Glover and Candace Andersen) meets on the first Monday of every other month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Internal Operations Committee** (Supervisors Diane Burgis and Candace Andersen) meets on the second Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Legislation Committee** (Supervisors Diane Burgis and Karen Mitchoff) meets on the second Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Public Protection Committee** (Supervisors John Gioia and Federal D. Glover) meets on the first Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Sustainability Committee** (Supervisors John Gioia and Federal D. Glover) meets on the fourth Monday of every other month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Transportation, Water & Infrastructure Committee** (Supervisors Karen Mitchoff and Candace Andersen) meets on the second Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

Airports Committee	May 8, 2019	11:00 a.m.	See above
Family & Human Services Committee	April 22, 2019	10:30 a.m.	See above
Finance Committee	April 22, 2019 Canceled Special Meeting June 10, 2019	1:00 p.m.	Room 108
Hiring Outreach Oversight Committee	April 1, 2019	1:00 p.m.	See above
Internal Operations Committee	April 8, 2019	1:00 p.m.	See above
Legislation Committee	April 8, 2019	10:30 a.m.	See above
Public Protection Committee	April 1, 2019	10:30 a.m.	See above
Sustainability Committee	May 27, 2019 Canceled Special Meeting May 6, 2019	9:00 a.m.	See above
Transportation, Water & Infrastructure Committee	April 8, 2019	9:00 a.m.	See above

**AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.**

### **Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):**

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

**AB** Assembly Bill

**ABAG** Association of Bay Area Governments

**ACA** Assembly Constitutional Amendment

**ADA** Americans with Disabilities Act of 1990

**AFSCME** American Federation of State County and Municipal Employees

**AICP** American Institute of Certified Planners

**AIDS** Acquired Immunodeficiency Deficiency Syndrome  
**ALUC** Airport Land Use Commission  
**AOD** Alcohol and Other Drugs  
**ARRA** American Recovery & Reinvestment Act of 2009  
**BAAQMD** Bay Area Air Quality Management District  
**BART** Bay Area Rapid Transit District  
**BayRICS** Bay Area Regional Interoperable Communications System  
**BCDC** Bay Conservation & Development Commission  
**BGO** Better Government Ordinance  
**BOS** Board of Supervisors  
**CALTRANS** California Department of Transportation  
**CalWIN** California Works Information Network  
**CalWORKS** California Work Opportunity and Responsibility to Kids  
**CAER** Community Awareness Emergency Response  
**CAO** County Administrative Officer or Office  
**CCE** Community Choice Energy  
**CCCPCFD (ConFire)** Contra Costa County Fire Protection District  
**CCHP** Contra Costa Health Plan  
**CCTA** Contra Costa Transportation Authority  
**CCRMC** Contra Costa Regional Medical Center  
**CCWD** Contra Costa Water District  
**CDBG** Community Development Block Grant  
**CFDA** Catalog of Federal Domestic Assistance  
**CEQA** California Environmental Quality Act  
**CIO** Chief Information Officer  
**COLA** Cost of living adjustment  
**ConFire (CCCPCFD)** Contra Costa County Fire Protection District  
**CPA** Certified Public Accountant  
**CPI** Consumer Price Index  
**CSA** County Service Area  
**CSAC** California State Association of Counties  
**CTC** California Transportation Commission  
**dba** doing business as  
**DSRIP** Delivery System Reform Incentive Program  
**EBMUD** East Bay Municipal Utility District  
**ECCPCFD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year

**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of ) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Virus  
**HOME** Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households  
**HOPWA** Housing Opportunities for Persons with AIDS Program  
**HOV** High Occupancy Vehicle  
**HR** Human Resources  
**HUD** United States Department of Housing and Urban Development  
**IHSS** In-Home Supportive Services  
**Inc.** Incorporated  
**IOC** Internal Operations Committee  
**ISO** Industrial Safety Ordinance  
**JPA** Joint (exercise of) Powers Authority or Agreement  
**Lamorinda** Lafayette-Moraga-Orinda Area  
**LAFCo** Local Agency Formation Commission  
**LLC** Limited Liability Company  
**LLP** Limited Liability Partnership  
**Local 1** Public Employees Union Local 1  
**LVN** Licensed Vocational Nurse  
**MAC** Municipal Advisory Council  
**MBE** Minority Business Enterprise  
**M.D.** Medical Doctor  
**M.F.T.** Marriage and Family Therapist  
**MIS** Management Information System  
**MOE** Maintenance of Effort  
**MOU** Memorandum of Understanding  
**MTC** Metropolitan Transportation Commission  
**NACo** National Association of Counties  
**NEPA** National Environmental Policy Act  
**OB-GYN** Obstetrics and Gynecology  
**O.D.** Doctor of Optometry  
**OES-EOC** Office of Emergency Services-Emergency Operations Center  
**OPEB** Other Post Employment Benefits  
**OSHA** Occupational Safety and Health Administration  
**PACE** Property Assessed Clean Energy  
**PARS** Public Agencies Retirement Services  
**PEPRA** Public Employees Pension Reform Act  
**Psy.D.** Doctor of Psychology  
**RDA** Redevelopment Agency  
**RFI** Request For Information  
**RFP** Request For Proposal  
**RFQ** Request For Qualifications  
**RN** Registered Nurse  
**SB** Senate Bill



**SBE** Small Business Enterprise  
**SEIU** Service Employees International Union  
**SUASI** Super Urban Area Security Initiative  
**SWAT** Southwest Area Transportation Committee  
**TRANSPAC** Transportation Partnership & Cooperation (Central)  
**TRANSPLAN** Transportation Planning Committee (East County)  
**TRE** or **TTE** Trustee  
**TWIC** Transportation, Water and Infrastructure Committee  
**UASI** Urban Area Security Initiative  
**VA** Department of Veterans Affairs  
**vs.** versus (against)  
**WAN** Wide Area Network  
**WBE** Women Business Enterprise  
**WCCHD** West Contra Costa Healthcare District  
**WCCTAC** West Contra Costa Transportation Advisory Committee



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 26, 2019

Subject: Report and Recommendations of the Ad Hoc Committee on Board of Supervisors Compensation

---

**RECOMMENDATION(S):**

A. RECEIVE report and CONSIDER approving recommendations of the Ad Hoc Committee on Board of Supervisors Compensation:

1. The salary of the Board of Supervisors' members should be adjusted to the average of the 9 Bay Area Counties and tied to the Superior Court Judges to be consistent with the 9 Bay Area Counties methodology for any future adjustments.
2. Adjust the Board of Supervisors' base salary, starting with July 1, 2019, to tie future salary adjustments to 60% of the Superior Court Judges' salaries.
3. Adjust the Board of Supervisors' base salary, starting with January 1, 2020 to tie future salary adjustments to 63% of the Superior Court Judges' salaries.
4. Adjust the Board of Supervisors' base salary, starting with January 1, 2021 to tie future salary adjustments to 65% of the Superior Court Judges' salaries.

B. DIRECT the County Administrator and County Counsel to prepare an Ordinance that reflects the recommendations of the Committee.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: David Twa (925)  
335-1080

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Angie Coffee, Clifford L. Bowen, Larry Hendel, Terri Montgomery, Tom Hansen

## RECOMMENDATION(S): (CONT'D)

### FISCAL IMPACT:

100% County General Fund. The fiscal year 2019-20 recommended increase to base salary would result in a total increased payroll cost of approximately \$75,020 of which \$16,476 is the County contribution to retirement cost.

### BACKGROUND:

At the December 18, 2018 meeting of the Board of Supervisors, the County Administrator was directed to appoint a 5-member Ad Hoc Committee on Board of Supervisors Compensation composed of impartial citizens representing business, labor, and the general public.

The Board requested that the following organizations nominate members to the Ad Hoc Committee:

- the East Bay Leadership Council (EBLC) selected two individuals, Terri Montgomery and Angie Coffee;
- the Central Labor Council of Contra Costa County, AFL-CIO selected Larry Hendel; and
- the Building Trades Council selected Tom Hansen.

As directed by the Board of Supervisors, the County Administrator conducted an application process to appoint a member at large from applications received via a public solicitation process. Five members of the public submitted applications, from which the County Administrator selected Clifford Bowen, a former member of the Contra Costa County Civil Grand Jury, to be the at large member.

The charge of the Committee was to:

- (a) review the compensation of the Board of Supervisors;
- (b) recommend any adjustment to the compensation;
- (c) recommend a methodology and process by which any future increases would occur; and
- (d) prepare recommendations in time for consideration by the Board of Supervisors at its April 9, 2019 meeting.

The Committee met on February 5, 12, 20, 28 and on March 11 and 19.

The Committee discussed the following factors that would be important in setting compensation for the Board of Supervisors:

1. While salary is not the guiding factor for Supervisorial candidates, it should be fair and equitable, not be so low as to be a barrier to public service and should be high enough to attract good candidates.
2. The Board's salary should be based on the duties and responsibilities of the position rather than on the performance of the official (the performance to be decided by the electorate).
3. A process should be designed to de-politicize the practice of setting a salary for Board members.
4. Any major adjustment to salary should be phased in over time.

Determination of the Board of Supervisors' compensation has always been complicated by issues of whether or not to use base salary, other pay items, pension contributions, pension benefits, health care contributions and numerous other factors. Additional consideration is given to which Counties should be used for comparison purposes. In order to simplify the process, the Committee decided to use the 9 Counties most commonly used in salary studies for Department Heads and other major employee classifications. Those Counties are all Bay Area Counties except for Sacramento. For ease of reference the Report refers to these 9 Counties as "Bay Area Counties" even though it includes Sacramento. The City/County of San Francisco Board of Supervisors was not considered due to its unique make up of both City and County elected officials.

The Committee's analysis took into consideration that of the 9 Bay Area Counties used as comparable, 7 tie their salaries to a percentage of the Superior Court Judges salaries. The Committee also noted, of the 9 Bay Area Counties, some provide more generous benefits and some provide less generous benefits than Contra Costa County. Because of this, the Committee worked to quantify and compare total annual compensation as opposed to limiting its review to only base salary data. The Committee met 6 times and reviewed a number of materials relating to compensation.

The Committee also had available for their review over 500 pages of documentation, including agendas, Record of Action notes, and background materials from the previous Ad Hoc Committee on Board of Supervisors Compensation from 2015. All of this material is available publicly at:

[http://64.166.146.245/agenda\\_publish.cfm?get\\_month=3&get\\_year=2019&mt=BOSCOMP&countDownload=&downloadFile=&id=](http://64.166.146.245/agenda_publish.cfm?get_month=3&get_year=2019&mt=BOSCOMP&countDownload=&downloadFile=&id=)

The Committee considered 11 different compensation factors for review, including County Population and Annual Budgets for each of the 9 Counties. These compensation factors were separated into three categories, (1) which benefits were directly related to monetary comparisons, (2) which benefits would be viewed as standard items to each comparison County, and (3) which benefits would be viewed as "special" to individual Counties.

Based on the Committee's review they determined that items such as pension contributions, pension benefits, and health care contributions were standard items to each comparison County. Even with narrowing of these categories, the Committee found it difficult to make accurate determinations of compensation comparisons for the 9 Bay Area Counties. Transparent CA's website provides excellent materials, but tends to lag behind actual numbers. Staff was able to update some of the information through individual contacts in each of the Counties, but even then, it was unclear as to whether or not some of the data was accurate, or double counted, by virtue of how it was reported by each of the Counties. Auto Allowance and Deferred Compensation items were often included in whole or in part with the Other Pay numbers reported by Transparent CA.

Recognizing the many policy decisions that the Board of Supervisors makes, the Committee recognized that the position of County Supervisor is a complex and challenging full time job. For compensation purposes, a Board member is a County employee, (i.e. granted a salary with benefits). This places the Board member into a potential conflict of interest in setting their own salary since the Board would be giving themselves salary and benefits for which they have also bargained with other employee labor groups.

This has led 7 of the 9 Bay Area Counties to tie their salary increases to that of the Superior Court Judges. Annual increases in judicial salaries are linked to those received by executive branch employees as negotiated through statewide collective bargaining agreements. After bargaining agreements are reached, CalHR calculates the proposed increased amount and submits a formal Exempt Pay Letter to the State Controller. The methodology CalHR uses to calculate judicial salary increases pursuant to § 68203 is based on salary costs related to all state employees within the executive branch. This methodology calculates an average general salary increase relative to the state's entire executive branch workforce, which includes 21 bargaining units as well as the remaining excluded employees. The methodology takes into account the size of the bargaining unit and the total costs of general salary increases across the entire executive branch. Over the past 10 years the annual increases in judicial salaries has been approximately the same as that given to Contra Costa County employees.

A comparison of Salary only showed the 9 Bay Area Counties used for comparison purposes to average \$134,372 and for Salary and other pay items to average \$150,569. Using the same data, Contra Costa County Salary only was currently at \$116,841, and for Salary and other comparable pay items was \$129,861. Contra Costa County was therefore between \$17,531 and \$20,708 lower than the 9 Bay Area Counties used for comparison purposes. The Committee recognized that because of the significant difference it would be appropriate to phase any increase in over multiple years.

Based on this the Committee, at its March 19th meeting, finalized the attached report recommending:

- 1) The salary of Board of Supervisors members should be adjusted to average of the 9 Bay Area Counties and tied to the Superior Court Judges to be consistent with the 9 Bay Area Counties methodology for any future adjustments.
- 2) Adjust the Board of Supervisors' base salary, starting with July 1, 2019, to tie future salary adjustments to 60% of the Superior Court Judges' salaries.
- 3) Adjust the Board of Supervisors' base salary, starting with January 1, 2020, to tie future salary adjustments to 63% of the Superior Court Judges' salaries.
- 4) Adjust the Board of Supervisors' base salary, starting with January 1, 2021 and future years, to tie future salary adjustments to 65% of the Superior Court Judges' salaries.

It is recommended that the Board of Supervisors accept the Report of the Ad Hoc Committee on Board of Supervisors Compensation and direct the County Administrator and County Counsel to prepare an Ordinance that reflects the recommendations of the Committee.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Supervisors elect not to approve the Ad Hoc Committee's recommendations, the *status quo* would be maintained.

ATTACHMENTS

Final Report of the Ad Hoc Committee on Board of Supervisors' Compensation

**REPORT OF THE  
AD HOC COMMITTEE ON  
BOARD OF SUPERVISORS COMPENSATION**  
**Larry Hendel, Central Labor Council of Contra Costa County, AFL-CIO**  
**Terri Montgomery, East Bay Leadership Council**  
**Angie Coffee, East Bay Leadership Council**  
**Tom Hansen, Building Trades Council**  
**Clifford Bowen, Public at large**

**March 19, 2019**

**RECOMMENDATIONS**

- 1) The salary of Board of Supervisors' members should be adjusted to the average of the 9 Bay Area Counties and tied to the Superior Court Judges to be consistent with the 9 Bay Area Counties methodology for any future adjustments.
- 2) Adjust the Board of Supervisors' base salary, starting with July 1, 2019, to tie future salary adjustments to 60% of the Superior Court Judges' salaries.
- 3) Adjust the Board of Supervisors' base salary, starting with January 1, 2020, to tie future salary adjustments to 63% of the Superior Court Judges' salaries.
- 4) Adjust the Board of Supervisors' base salary, starting with January 1, 2021 and future years, to tie future salary adjustments to 65% of the Superior Court Judges' salaries.

**FISCAL IMPACT**

100% County General Fund. The first year recommended increase to base salary would result in a total increased payroll cost of approximately \$75,020 of which \$16,476 is the County contribution to retirement cost.

**REPORT OF THE AD HOC COMMITTEE ON BOARD OF SUPERVISORS COMPENSATION**

At the December 18, 2018 meeting of the Board of Supervisors, the County Administrator was directed to appoint a 5-member Ad Hoc Committee on Board of Supervisors Compensation composed of impartial citizens representing business, labor, and the general public.

The Board requested that the following organizations nominate members to the Ad Hoc Committee:

- East Bay Leadership Council (EBLC) selected two individuals, Terri Montgomery, and Angie Coffee;
- the Central Labor Council of Contra Costa County, AFL-CIO selected Larry Hendel; and
- the Building Trades Council selected Tom Hansen.

As directed by the Board of Supervisors, the County Administrator conducted an application process to appoint a member at large from applications received via a public solicitation process. Five members of the public submitted applications, from which the County Administrator selected Clifford Bowen, a former member of the Contra Costa County Civil Grand Jury, to be the at large member.

The Charge of the Committee was to:

- (a) review the compensation of the Board of Supervisors;
- (b) recommend any adjustment to the compensation;
- (c) recommend a methodology and process by which any future increases would occur; and
- (d) prepare recommendations in time for consideration by the Board of Supervisors at its April 9, 2019 meeting.

At the first meeting of the Committee, the members elected Tom Hansen as the Chair, and Clifford Bowen as the Vice Chair. The Committee met on February 5, 12, 20, and 28, and on March 11 and 19.

The Committee discussed the following factors that would be important in setting compensation for the Board of Supervisors:

- 1) While salary is not the guiding factor for Supervisorial candidates, it should be fair and equitable, not be so low as to be a barrier to public service and should be high enough to attract good candidates.

- 2) The Board's salary should be based on the duties and responsibilities of the position rather than on the performance of the official (the performance to be decided by the electorate).
- 3) A process should be designed to de-politicize the practice of setting a salary for Board members.
- 4) Any major adjustment to salary should be phased in over time.

Determination of the Board of Supervisors' compensation has always been complicated by issues of whether or not to use base salary, other pay items, pension contributions, pension benefits, health care contributions and numerous other factors. Additional consideration is given to which Counties should be used for comparison purposes. In order to simplify the process, the Committee decided to use the 9 Counties most commonly used in salary studies for Department Heads and other major employee classifications. Those Counties are all Bay Area Counties except for Sacramento. For ease of reference we refer to these 9 Counties as "Bay Area Counties" even though it includes Sacramento. The City/County of San Francisco Board of Supervisors was not considered due to its unique make up of both City and County elected officials.

The Committee's analysis has taken into consideration that of the 9 Bay Area Counties used as comparable, 7 tie their salaries to a percentage of the Superior Court Judges salaries. The Committee also noted, of the 9 Bay Area Counties, some provide more generous benefits and some provide less generous benefits than Contra Costa County. Because of this, the Committee has worked to quantify and compare total annual compensation as opposed to limiting its review to just base salary data. The Committee met 6 times and reviewed a number of materials relating to compensation.

The Committee also had available for their review over 500 pages of documentation, including agendas, Record of Action notes, and background materials from the previous Ad Hoc Committee on Board of Supervisors Compensation from 2015. All of this material is available publicly at:

[http://64.166.146.245/agenda\\_publish.cfm?get\\_month=3&get\\_year=2019&mt=BOSCOMP&countDownload=&downloadFile=&id=](http://64.166.146.245/agenda_publish.cfm?get_month=3&get_year=2019&mt=BOSCOMP&countDownload=&downloadFile=&id=)

Attached to this report are some of the materials reviewed by the Committee.

Attachment “A” shows the comparable compensation elements for the 9 Bay Area Counties. Attachment “B” shows the history of Judicial Pay increases for the past nine years. Attachment “C” shows the salary history for the Contra Costa County Board of Supervisors dating back to 1995. Attachment “D” shows the listing of comparable counties that tie Supervisor salaries to a percentage of Superior Court Judge. Attachment “E” illustrates the implementation of the proposed salary in three annual increments and the percentage of Superior Court Judge pay. The Committee recommends that each adjustment to base salary take place on July 1 of 2019, January 1 of 2020, and January 1 of 2021.

The Committee considered 11 different compensation factors for review, including County Population and Annual Budgets for each of the 9 Counties. (see appendix A – Comparison of Compensation to peer counties). These compensation factors were separated into three categories, (1) which benefits were directly related to monetary comparisons, (2) which benefits would be viewed as standard items to each comparison County, and (3) which benefits would be viewed as “special” to individual Counties.

Based on the Committee’s review they determined that items such as pension contributions, pension benefits, and health care contributions were standard items to each comparison County. After further refinement, the Committee settled on Annual Salary, Other Pay, Auto Allowance and Deferred Compensation as the primary factors for comparison purposes.

Even with narrowing of these categories, the Committee found it difficult to make accurate determinations of compensation comparisons for the 9 Bay Area Counties. Transparent CA’s website provides excellent materials, but tends to lag behind actual numbers. Staff was able to update some of the information through individual contacts in each of the Counties, but even then it was unclear as to whether or not some of the data was accurate, or double counted, by virtue of how it was reported by each of the Counties. Auto Allowance and Deferred Compensation items were often included in whole or in part with the Other Pay numbers reported by Transparent CA.



Recognizing the many policy decisions that the Board of Supervisors makes, it was clear that the position of County Supervisor is a complex and challenging full time job. For compensation purposes, a Board member is a County employee, (i.e. granted a salary with benefits). This places the Board member into a potential conflict of interest in setting their own salary since the Board would be giving themselves salary and benefits for which they have also bargained with other employee labor groups.

This has led 7 of the 9 Bay Area Counties to tie their salary increases to that of the Superior Court Judges. (See Attachment D). Annual increases in judicial salaries are linked to those received by executive branch employees as negotiated through statewide collective bargaining agreements. After bargaining agreements are reached, CalHR calculates the proposed increased amount and submits a formal Exempt Pay Letter to the State Controller. The methodology CalHR uses to calculate judicial salary increases pursuant to § 68203 is based on salary costs related to *all* state employees within the executive branch. This methodology calculates an average general salary increase relative to the state's entire executive branch workforce, which includes 21 bargaining units as well as the remaining excluded employees. The methodology takes into account the size of the bargaining unit and the total costs of general salary increases across the entire executive branch. (See attached memoranda from the Judicial Council of California – Appendix B). Over the past 10 years the annual increases in judicial salaries has been approximately the same as that given to Contra Costa County employees.

At its February 28, 2019 meeting the Committee agreed that the Auto Allowance should be viewed as an expense reimbursement and it was eliminated from the Salary and Other Pay categories for comparison purposes. A comparison of Salary only showed the 9 Bay Area Counties used for comparison purposes to average \$134,372 and for Salary and other pay items to average \$150,569. Using the same data, Contra Costa County Salary only was currently at \$116,841, and for Salary and other comparable pay items was \$129,861. Contra Costa County was therefore between \$17,531 and \$20,708 lower than the 9 Bay Area Counties used for comparison purposes. The Committee recognized that because of the significant difference it would be appropriate to phase any increase in over multiple years.

Based on this the Committee, at its March 19 meeting, gave direction to staff to prepare a schedule for the salary increase to start at 60% of the Superior Court Judges salary upon Ordinance with an effective date of July 1, 2019 and to increase to 63% of the Superior Court Judges salary on January 1, 2020 and increase to 65% of the Superior Court Judges salary on January 1, 2021.

## **RECOMMENDATIONS**

- 1) The salary of Board of Supervisors' members should be adjusted to the average of the 9 Bay Area Counties and tied to the Superior Court Judges to be consistent with the 9 Bay Area Counties methodology for any future adjustments.
- 2) Adjust the Board of Supervisors' base salary starting with July 1, 2019 to tie future salary adjustments to 60% of the Superior Court Judges' salaries.
- 3) Adjust the Board of Supervisors' base salary starting with January 1, 2020 to tie future salary adjustments to 63% of the Superior Court Judges' salaries.
- 4) Adjust the Board of Supervisors' base salary starting with January 1, 2021 and future years to tie future salary adjustments to 65% of the Superior Court Judges' salaries.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1	<b>TOTAL COMPENSATION</b>																					
2	22-Feb-19																					
3																						
4		<b>POPULATION</b>	<b>BUDGET<sup>1</sup></b>	<b>ANNUAL SALARY</b>	<b>OTHER PAY</b>	<b>AUTO ALLOWANCE</b>	<b>DEFERRED COMP</b>	<b>TOTAL ALL COLUMNS</b>	<b>ANNUAL SALARY, OTHER PAY, DEFERRED COMP</b>	<b>EE PENSION CONTRIBUTION</b>	<b>ANNUAL PENSION BENEFIT</b>	<b>KAISER A FAMILY COVERAGE</b>										
5																						
6																						
7	ALAMEDA	1,660,202	\$ 3,996.8	\$ 165,939	\$ 7,903			\$ 173,842	\$ 173,842	\$ 14,171	\$ 19,806	\$ 21,205										
8	MARIN	263,886	\$ 766.6	\$ 124,454	\$ 13,428	\$ 9,600		\$ 147,482	\$ 137,882	\$ 12,869	\$ 19,913	\$ 20,410										
9	NAPA	141,294	\$ 494.4	\$ 97,676	\$ 9,380	\$ 5,280	\$ 1,000	\$ 113,336	\$ 108,056	\$ 7,912	\$ 19,535	\$ 21,169										
10	SACRAMENTO	1,529,501	\$ 4,298.4	\$ 114,083	\$ 10,434		\$ 1,141	\$ 125,658	\$ 125,658	\$ 12,389	\$ 17,770	\$ 17,439										
11	SAN MATEO	774,155	\$ 2,667.4	\$ 146,908	\$ 13,235	\$ 13,338		\$ 173,481	\$ 160,143	\$ 11,978	\$ 21,932	\$ 18,824										
12	SANTA CLARA	1,956,598	\$ 8,868.1	\$ 165,939	\$ 4,800		\$ 18,500	\$ 189,239	\$ 189,239	\$ 6,523	\$ 33,188	\$ 15,033										
13	SANTA CRUZ	276,864	\$ 821.6	\$ 128,846	\$ 4,210			\$ 133,056	\$ 133,056	\$ 8,820	\$ 20,160	\$ 24,048										
14	SOLANO	439,793	\$ 1,093.8	\$ 109,935	\$ 34,256	\$ 10,400	\$ 1,319	\$ 155,910	\$ 145,510	\$ 7,695	\$ 23,746	\$ 18,577										
15	SONOMA	503,332	\$ 1,679.6	\$ 155,568	\$ 24,608		\$ 1,556	\$ 181,732	\$ 181,732	\$ 18,559	\$ 31,114	\$ 18,704										
16																						
17	9 County Average	838,403	\$ 2,743.0	\$ 134,372	\$ 13,584	\$ 9,655	\$ 4,703	\$ 154,860	\$ 150,569	\$ 11,213	\$ 23,018	\$ 19,490										
18	Median (50 percentile)	503,332	\$ 1,679.6	\$ 128,846	\$ 10,434			\$ 155,910	\$ 145,510	\$ 11,978	\$ 20,160	\$ 18,824										
19																						
20	CONTRA COSTA	1,149,363	\$ 4,098.0	\$ 116,841	\$ 7,200	\$ 7,200	\$ 13,020	\$ 144,261	\$ 137,061	\$ 14,278	\$ 18,695	\$ 18,539										
21																						
22	Amount Below Average	(310,960)	\$ (1,355)	\$ 17,531	\$ 6,384	\$ 2,455	\$ (8,317)	\$ 10,599	\$ 13,508	\$ (3,065)	\$ 4,323	\$ 951										
23	Percent below Average	-37.1%	-49.4%	13.0%	47.0%	25.4%	-176.8%	6.8%	9.0%	-27.3%	18.8%	4.9%										
24																						
25	Amount Below Median	(646,031)	\$ (2,418)	\$ 12,005	\$ 3,234			\$ 11,649	\$ 8,449	\$ (2,300)	\$ 1,465	\$ 285										
26	Percent Below Median	-128.4%	-144.0%	9.3%	31.0%			7.5%	5.8%	-19.2%	7.3%	1.5%										
27																						
28	<sup>1</sup> in millions																					

**Superior Court Judge, Salary History**

<b>2010-11</b>	0	\$178,789
<b>2011-12</b>	0	\$178,789
<b>2012-13</b>	0	\$178,789
<b>2013-14</b>	1.40%	\$181,292
<b>2014-15</b>	1.83%	\$184,610
<b>2015-16</b>	2.40%	\$189,041
<b>2016-17</b>	1.52%	\$191,914
<b>2017-18</b>	4.23%	\$200,042
<b>2018-19</b>	3.69%	\$207,424

## Contra Costa County Board of Supervisors

<u>Board Action</u>	<u>Board Date</u>	<u>Explanation</u>	<u>Effective</u>	<u>Amount</u>	<u>Increase</u>
			1/1/95	\$50,328	
Ordinance No 98-15	3/24/1998	Salary Plan Adjustment	6/1/98	\$51,348	2.03%
Ordinance No 98-15	3/24/1998	Salary Plan Adjustment	10/1/98	\$53,172	3.55%
Ordinance No 99-57	12/14/1999	Cost of Living Adjustment	2/15/00	\$57,480	8.10%
Ordinance No 99-57	12/14/1999	Cost of Living Adjustment	10/1/00	\$57,540	0.10%
Ordinance No 99-57	12/14/1999	Cost of Living Adjustment	10/1/01	\$59,892	4.09%
<b>This was a technical level change</b>		<b>Salary Reallocation</b>	<b>9/30/03</b>	<b>\$59,924</b>	<b>0.05%</b>
Ordinance No 2006-70	12/12/2006	Salary Reallocation	2/17/07	\$95,572	59.57%
Ordinance No 2006-70	12/12/2006	Cost of Living Adjustment	7/1/07	\$97,483	2.00%
Waiver of Supervisors's Salary (all)	7/21/2009	Waiver - 2 fiscal years	FY 09-11		-2.31%
Waiver of Supervisors's Salary (all)		Waiver - fiscal year	FY 11-12		-2.75%
Waiver of Supervisors's Salary (all)		Waiver - fiscal year	FY 12-13		-2.75%
Waiver of Supervisors's Salary (C. Anderson)		Waiver 1/4/15 - 6/30/15		(\$2,321)	
Waiver of Supervisors's Salary (C. Anderson)		Waiver 7/1/15 - 1/3/16		(\$2,067)	
Ordinance No 2014-10	1/20/2015	Repealed			
Ordinance No 2015-15	3/10/2015	Salary Plan Adjustment	6/1/15	\$104,307	7.00%
Ordinance No 2015-19	8/25/2015	Salary Plan Adjustment	1/1/16	\$108,328	3.86%
Ordinance No 2015-19	8/25/2015	Salary Plan Adjustment	1/1/17	\$112,504	3.85%
Ordinance No 2015-19	8/25/2015	Salary Plan Adjustment	1/1/18	\$116,841	3.86%

Board of Supervisors Salaries  
Comparable Counties

<b>COUNTY BOARD OF SUPERVISORS MEMBER</b>	
<b>Counties using percentage of Judges' salaries for Supervisors<sup>1</sup></b>	
<b>Counties</b>	<b>Calculation</b>
<b>ALAMEDA</b>	80% of Superior Court Judge's Salary
<b>SANTA CLARA</b>	80% of Superior Court Judge's Salary
<b>SONOMA</b>	75% of Judicial salaries
<b>MARIN</b>	60% of Superior Court Judge's Salary + CPI COLA
<b>SACRAMENTO</b>	55% of Superior Court Judge's Salary
<b>SOLANO</b>	53% of Superior Court Judge's Salary
<b>NAPA</b>	47.09% of Superior Court Judget's Salary
<sup>1</sup> <i>Results of 2017 CSAC Survey</i>	

## Phase In Salary Methodology

	SALARY ONLY		SALARY & OTHER PAY
9 COUNTY AVERAGE	\$	134,372.00	\$ 150,569.00
Contra Costa	\$	116,841.00	\$ 116,841.00
Deferred Comp	\$	-	\$ 13,020.00
Auto	\$	-	\$ -
TOTAL	\$	116,841.00	\$ 129,861.00
DIFFERENCE	\$	17,531.00	\$ 20,708.00

JUDGES SALARY	\$	207,424.00
60%	\$	124,454.40
63%	\$	130,677.12
65%	\$	134,825.60

# County Administrator

County Administration Building  
651 Pine Street, 10th Floor  
Martinez, California 94553-1229  
(925) 335-1080  
(925) 335-1098 FAX

David J. Twa  
County Administrator

February 15, 2019

# Contra Costa County



## Board of Supervisors

John M. Gioia  
1<sup>st</sup> District

Candace Andersen  
2<sup>nd</sup> District

Diane Burgis  
3<sup>rd</sup> District

Karen Mitchoff  
4<sup>th</sup> District

Federal D. Glover  
5<sup>th</sup> District

Ad Hoc Committee on  
Board of Supervisors Compensation

## **RE: Compensation Comparison – Discussion Document**

Pursuant to the Committee's request, we have prepared the attached compensation comparison. We used public data sources to compile the data and have reached out to our peer counties to confirm the accuracy of the information. Not all counties have responded; therefore, the chart should be used for discussion purposes only. The following assumptions/comments are provided:

- Annual Salary – current annual base salary
- Other Pay (Transparent California) – total Other Pay category from Transparent California website ([transparentcalifornia.com/salaries/2017](http://transparentcalifornia.com/salaries/2017)), averaged for Board members reported. Details of pay are not provided by the service. Although CCC Board members do not receive longevity, several counties provide the benefit to Board members. Other Pay is included here for comparison purposes. These figures may be included in Auto Allowance and Deferred Compensation below.
- Auto Allowance – for those counties that report category, the pay is listed separately. This pay may also be included in the Other Pay category from Transparent California.
- Deferred Compensation – for those counties that report category, the pay is listed separately. This pay may also be included in the Other Pay category from Transparent California.
- Average Employee FY 2018-19 Contribution Rates – presented as a percentage of retirement compensable pay. There is not an “apples-to-apples” comparison for pension contribution rates. The rates provided are based on Age of Entry of 40 for those systems using Age of Entry as opposed to Entry Age Normal. Note also that most systems have multiple pension plan/tiers and that all have at least two. The particular plan/tier is determined by the date at which an individual joins a system, reciprocity provisions that also vary by plan, and policy. Employees/Elected Officials hired/elected after December 31, 2012, fall under the Public Employees' Pension Reform Act (PEPRA) of 2013. Contributions for the PEPRA plan differ by system as well.
- Employee Pension Contribution – based on salary only, this is the calculated amount an employee/elected official would pay towards their pension each year based on the average employee contribution rate and annual salary.
- County Health Contribution – based on the 2018 subsidy to the annual cost of Kaiser HMO Family premium. Note that this particular benefit can vary widely within a particular Board let alone between counties. Plan premiums and plan coverage is not consistent from one Kaiser plan to another. Additionally, not all employees choose to be covered by a county provided health plan, and the coverage can be single, single +1, or single +2 or more (or even single +3 or more for California Public Employees' Retirement System (CalPERS) PEMHCA plans).



Ad Hoc Committee on  
Board of Supervisors Compensation  
Page Two (2)

- Annual Pension Benefit – based on annual salary and eight (8) years of service with no reciprocal service. This is the calculated benefit that an employee may receive if they are in the tier identified in the chart, have no reciprocal service, and are eligible to retire. Retirement eligibility varies by system.
- Pension Formula and Vesting – note that four (4) of the survey counties are members of the CalPERS retirement system (identified with an asterisk). Pension formulas and vesting varies by retirement system, etc. Even with similar formula, the annual COLA and final accumulation period can vary as well.
- Public Employees’ Pension Reform Act of 2013 - the PEPRA benefit is the same for all public agencies, 2% at age 62 for new non-safety members with an early retirement age of 52 and a maximum benefit factor of 2.5% at age 67. However, the contribution to the plan by the employee and the employer will vary from system to system based on system funding and policy.
- Retirement System Assumed Rate of Return – the current rate of return is noted as well as any adopted changes to future rates.
- County Pension Rate FY 2018-19 – for those counties whose information was available it is noted. As with the employee contribution rate, “apples-to-apples” comparisons cannot be made. Although a comparison of cost can be made, a comparison of compensation cannot be made using this measure. Annual pension contribution rates are dependent upon economics, funding, and policy and are rarely influenced by the Board of Supervisors. Additionally, entities can issue pension obligation bonds, which may or may not be included in the reported pension rate.
- Retiree Health – many counties have made changes to eliminate or modify contributions to health care subsidies for retirees; however, as can be seen in the chart, this benefit varies significantly between counties.

Compensation comparisons can be very complicated and still not generate a “fair” comparison. The clearest comparison is that of base salary and other pays (auto, deferred compensation).

If there are any questions regarding the material being submitted, please do not hesitate to contact me at 925-335-1023.

Sincerely,



Lisa Driscoll  
County Finance Director

Enclosures

**UPDATED 2-15-19  
COMPARISON OF COMPENSATION TO PEER COUNTIES**

	Alameda	Contra Costa	Marin	Napa*	Sacramento	San Mateo	Santa Clara*	Santa Cruz*	Solano*	Sonoma
<b>Annual Salary</b>	\$ 165,939	\$ 116,841	\$ 124,454	\$ 97,676	\$ 114,083	\$ 140,587	\$ 165,939	\$ 126,000	\$ 109,935	\$ 155,568
<b>Other Pay (Transparent CA)</b>	\$ 7,903	\$ 7,200	\$ 13,428	\$ 9,380	\$ 10,434	\$ 13,235	\$ 4,800	\$ 4,210	\$ 34,256	\$ 24,608
<b>Auto Allowance/Mileage</b>	not available	\$ 7,200	\$ 9,600	\$ 5,280	not available	\$ 13,338	not available	not available	\$ 10,400	not available
<b>Deferred Compensation</b>	not available	\$ 13,020	None	not available	not available	not available	not available	not available	not available	not available
<b>Average Employee FY 2018-19 Contribution Rates (Entry Age 40 for non-PERS plans)</b>	8.54%	12.22%	10.34%	8.10%	10.86%	8.52%	3.93%	7.00%	7.00%	11.93%
<b>Employee Pension Contribution (based on Salary only)</b>	\$ 14,171	\$ 14,278	\$ 12,869	\$ 7,912	\$ 12,389	\$ 11,978	\$ 6,523	\$ 8,820	\$ 7,695	\$ 18,559
<b>County Health Contribution - Kaiser Family Coverage (2018)</b>	\$ 21,205	\$ 18,539	\$ 20,410	\$ 21,169	\$ 17,439	\$ 18,824	\$ 15,033	\$ 24,048	\$ 18,577	\$ 18,704
<b>Annual Pension Benefit: Based on 8 years service and age 55</b>	\$ 19,806	\$ 18,695	\$ 19,913	\$ 19,535	\$ 17,770	\$ 21,932	\$ 33,188	\$ 20,160	\$ 23,746	\$ 31,114
<b>Pension Formula &amp; Vesting</b>	Tier 2A is 1.492% @ 55; Tier 4 is 1.3% @ 55, 3 year FAC period	Tier 1 & 3 Enhanced is 2% @ 55, up to 3% COLA, 1 year FAC period	General Classic Tier 3A 2% @ 55, up to 2% COLA, 3 year FAC period	CalPERS Tier 1 2.5% @ 55, and Tier 2 2% @ 60.	Tier 3 - 1.947% @55; up to 2% COLA, 5 years to vest	Plan 4 hired before 8/7/11 - 2% @ 55.5, up to 2% COLA, 3 year FAC period	CalPERS Classic - 2.5% @ 55	Tier 1 - CalPERS 2% @ 55, 1 year FAC period; Tier 2 2% @ 60, 3year FAC	CalPERS Hired 5/4/12 to 1/1/2013 - 2% @ 60; Hired prior to 5/4/12 - 2.7% @ 55	Plan A 2.5% @ 55; 1 year FAC period
<b>Public Employees Pension Reform Act of 2013</b>	2% at age 62 for new non-safety members with an early retirement age of 52 and a maximum benefit factor of 2.5% at age 67									
<b>Retirement System Assumed Rate of Return</b>	7.25%	7.00%	7.00%	7.25% for FY 2018-19 rate, lowered to 7.00% in FY 19-20	7.00%	7% for FY 2018-19 rates, lowered to 6.75 for FY 2019-20	7.25% for FY 2018-19 rate, lowered to 7.00% in FY 19-20	7.25% for FY 2018-19 rate, lowered to 7.00% in FY 19-20	7.25% for FY 2018-19 rate, lowered to 7.00% in FY 19-20	7.25%
<b>County Pension Rate</b>	not available	29.63%	21.69%	20.99%	18.54%	32.71%	not available	not available	22.94%	18.95%
<b>Retiree Health</b>	County provides none. However, ACERA provides partial benefits with 10 years svc credit.	Capped - Kaiser rate is \$1,115.84 per month for Family. No subsidy if hired after 12/31/08.	Capped, based on hire date and years of service. Hired on or after 1/1/08 using Plan 4 - Max subsidy formula - years of service (up to 20) x \$150 (max subsidy of \$250 per month).	Subsidy to monthly health premium by converting accumulated, unused sick leave to credit for the retiree's portion of the monthly premium. (Eight hours of unused, accumulated sick leave = one month of retiree health insurance premium.)	\$650/annually while an active employee	Sick leave does not get added to retirement base. Banked sick leave can be "spent" on retiree health premiums. 8 hours buys one month of retiree health.	For most retirees, the County pays for single coverage under the Kaiser retiree-only health plan	Premium minus the PEMHCA Minimum, which is \$133 for 2018.	If eligible, retiree pays PEMHCA minimum (currently \$136 per month). Accumulated unused sick leave accruals paid into RHS account. Account may only be used for health care-related expenses.	County contributes to HRA only while an active employee. (No post retirement contribution) All Board members elected as of Jan. 1, 2009 receive \$2400 contribution to an HRA after 2 years of service. Then, \$110 per month contribution after that, as long as they remain in active status.

\*CalPERS Members - classic member FY 2018/19 contribution rates.

**Exempt Program**  
 1515 S Street, North Building, Suite 500  
 Sacramento, CA 95811  
 (916) 324-9381 Fax (916) 327-1886

**Governor Edmund G. Brown Jr.**  
**Secretary, Government Operations Agency** Marybel Batjer  
**Acting Director** Adria Jenkins-Jones

November 5, 2018

State Controller's Office  
 300 Capitol Mall  
 Sacramento, CA 95814

**Subject: Exempt Pay Letter**

Per Government Code section 68203, this is to notify you that the Department of Human Resources (CalHR) has adjusted the following statutory judicial salaries, effective July 1, 2018.

After CalHR calculated the 2018 Judicial Salary Increase of 2.89%, two bargaining units (5 and 9) received a general salary increase retroactive to July 1, 2018. With the inclusion of the Bargaining Unit 5 and 9 general salary increases, the 2018 calculation yields a 3.69% average percentage salary increase. To account for the difference between the previously provided 2.89% and the newly calculated 3.69%, CalHR has adjusted the judicial salaries by 0.7774% to 0.7779% as reflected in the chart below:

Class Code	Class Title	Monthly Salaries	Annual Salary	New Monthly Salary	New Annual Salary
L5987	Chief Justice	\$21,954.91	\$263,459.00	\$22,125.66	\$265,508.00
L5988	Associate Justice	\$20,936.33	\$251,236.00	\$21,099.08	\$253,189.00
L5991	Justice, Court of Appeal	\$19,627.83	\$235,534.00	\$19,780.41	\$237,365.00
L9999	Judge, Superior Court	\$17,151.91	\$205,823.00	\$17,285.33	\$207,424.00

Please note that the monthly rate may be rounded down so that the total for the twelve months does not exceed the annual amount. If you have any questions, please contact Angelina Snarr at (916) 324-9406 or [Angelina.Snarr@calhr.ca.gov](mailto:Angelina.Snarr@calhr.ca.gov).

Sincerely,



Manpreet Singh  
 Exempt Program Manager  
 (916) 323-4023

cc: Evelyn Ramos, Human Resources Supervisor  
Aurora Rezapour, Director, Human Resources Office  
~~Martin Hoshino, Administrative Director~~  
Millicent A. Tidwell, Chief Deputy Director  
John Wordlaw, Chief Administrative Officer



CALIFORNIA DEPARTMENT OF HUMAN RESOURCES

## Exempt Pay Letter

DATE: August 28, 2018

**TO:** State Controller's Office  
300 Capitol Mall  
Sacramento, CA 95814

**FROM:** California Department of Human Resources  
Exempt Program

**SUBJ:** Exempt Pay Letter

Per Government Code section 68203, this is to notify you that the Department of Human Resources (CalHR) has adjusted the following statutory judicial salaries, effective July 1, 2018. This represents a salary increase of 2.89% percent based on the figures of the average increase provided to state employees in FY 2018.

<u>Class Code</u>	<u>Class Title</u>	<u>Monthly Salaries</u>	<u>Annual Salary</u>	<u>New Monthly Salary</u>	<u>New Annual Salary</u>
L5987	Chief Justice	\$21,338.25	\$256,059.00	\$21,954.91	\$263,459.00
L5988	Associate Justice	\$20,348.25	\$244,179.00	\$20,936.33	\$251,236.00
L5991	Justice, Court of Appeal	\$19,076.50	\$228,918.00	\$19,627.83	\$235,534.00
L9999	Judge, Superior Court	\$16,670.16	\$200,042.00	\$17,151.91	\$205,823.00

Please note that the monthly rate may be rounded down so that the total for the twelve months does not exceed the annual amount. If you have any questions, please contact Angelina Snarr at (916) 324-9406 or [Angelina.Snarr@calhr.ca.gov](mailto:Angelina.Snarr@calhr.ca.gov).

Manpreet Singh  
Exempt Program Manager  
(916) 323-4023  
[Manpreet.Singh@calhr.ca.gov](mailto:Manpreet.Singh@calhr.ca.gov)

cc: Evelyn Ramos, Human Resources Supervisor  
Aurora Rezapour, Director, Human Resources Office  
Martin Hoshino, Administrative Director  
Millicent A. Tidwell, Chief Deputy Director  
John Wordlaw, Chief Administrative Officer



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Maureen Toms, Oversight Board Secretary  
Date: March 26, 2019

Subject: Sale of Real Property located on 6th Street, North Richmond (APN 409-132-015) to Gerardo and Ofelia Serrano.

---

**RECOMMENDATION(S):**

1. OPEN public hearing.
2. RECEIVE testimony.
3. CLOSE public hearing.
4. ADOPT Resolution No. 2019/83 for the conveyance of real property to Gerardo and Ofelia Serrano, a married couple (Purchaser), in accordance with the purchase and sale agreement pursuant to Health and Safety Code sections 33430, 33431, and 33433, making specified findings supported by the Summary Report prepared in compliance with the requirements of Section 33433.
5. DETERMINE that this activity will not have a significant effect on the environment and that it has been determined to be exempt from the California Environmental Quality Act (CEQA) under State CEQA guidelines Section 15303.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Maureen Toms (925)  
674-7878

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

6. DIRECT the Director of the Department of Conservation and Development (DCD) to file a Notice of Exemption with the County Clerk.

7. AUTHORIZE the Director of the Department of Conservation and Development (DCD) to arrange for payment of a \$50 fee to the County Clerk for filing of the Notice of Exemption.

8. DECLARE that the Notice to Sell Real Property was duly published in the Contra Costa Times in compliance with Govt. Code Section 6066.

9. DETERMINE the property is being transferred to improve, increase, or preserve the supply of low- and moderate-income housing available at affordable housing costs pursuant to Health and Safety Code Sections 33334.2 and 34176.1.

10. AUTHORIZE the Chair, Board of Supervisors, or designee, to execute the Grant Deed and all ancillary documents necessary to implement the sale of the Property, AUTHORIZE the Public Works Director, or designee, to execute the Purchase and Sale Agreement and all ancillary documents necessary to implement the sale of the Property on behalf of the County.

11. DIRECT the Real Estate Division of the Public Works Department to cause said Grant Deed to be delivered to Old Republic Title Company, 555 12th Street, Suite 2000, Oakland, CA 94607, their Escrow No. 1127021861-AS, for recording in the office of the County Clerk-Recorder.

FISCAL IMPACT:

The proceeds of sale of the Property shall be deposited in to the County's Low and Moderate Income Housing Asset Fund, created pursuant to Health and Safety Code Section 34176(d), which the County must spend subject to the provisions of Health and Safety Code Section 34176.1. The sale of the Property will generate \$61,000 of funds that will be used to improve, increase, or preserve the supply of low- and moderate-income housing available at affordable housing costs, within Contra Costa County.

BACKGROUND:

Contra Costa County, in its capacity as housing successor to the Contra Costa County Redevelopment Agency (County) pursuant to Health and Safety Code Section 34176, owns certain real property located on 6th Street, North Richmond, which is more fully described in Exhibit A to the Resolution. The property was acquired on February 19, 2004, through a tax deed that was recorded as Instrument No. 2004-0054577. The Purchaser is the property owner of an adjacent substandard (25 ft. wide) parcel. The conveyance will enable the properties to be combined to create a standard residential lot. The proceeds from the sale will be available to further affordable housing opportunities in the County.

Because the property is a housing asset of the former Redevelopment Agency, its disposition is governed by the County, in its capacity as housing successor, and subject to the requirements of Health and Safety Code section 34176.

CONSEQUENCE OF NEGATIVE ACTION:

The County would continue to own and maintain the property and would not receive the anticipated \$61,000 of sale proceeds and those funds would not be available to improve, increase, or preserve the supply of housing that is affordable to low-income and moderate-income households within Contra Costa County.

ATTACHMENTS

Resolution 2019/83

Exhibit A to the Resolution

Purchase and Sale Agreement

Summary Report



**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 03/26/2019 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2019/83**

**In the matter of approving the Grant Deed and the Purchase and Sale Agreement from Contra Costa County as housing successor to the Contra Costa County Redevelopment Agency to Gerardo and Ofelia Serrano in connection to the conveyance of real property identified as Assessor's Parcel Numbers 409-132-015, 6th Street, Richmond.**

The Board of Supervisors of Contra Costa County RESOLVES THAT:

Contra Costa County (County), in its capacity as housing successor to the Contra Costa County Redevelopment Agency, acquired certain real property by Grant Deed, recorded in the Office of this County's Recorder on February 19, 2004 as Instrument No. 2004-0054577, and described in Exhibit "A" attached hereto. Said interest is being transferred to improve, increase, or preserve the supply of low- and moderate-income housing available at affordable housing costs pursuant to Health and Safety Code Sections 33334.2 and 34176.1.

Under Health and Safety Code Section 34176, all rights, powers, duties, obligations, and housing assets, transfer to the County as housing successor.

The County desires to enter into a purchase and sale agreement (the "PSA") with Gerardo and Ofelia Serrano, a married couple, (Purchaser) pursuant to which the County would sell the Property to the Purchaser provided that the Purchaser combine the parcel with the adjacent substandard parcel owned by the Purchaser. The County, under Health and Safety Code Section 34130, may sell or otherwise dispose of any real property or any interest in property; and pursuant to Section 33431, such sale may be made without public bidding. The County conducted a duly notice public hearing on the Purchase and Sale Agreement pursuant to Health and Safety Code Section 33431 and Section 33433 for the purpose of receiving the input and comments of the public on the PSA. By staff report and Section 33433 Summary Report accompanying this Resolution and incorporated into this Resolution by this reference (the "Reports"), the County has been provided with additional information upon which the actions set forth in this Resolution are based.

This Board hereby FINDS that the above recitals are true and accurate.

This Board hereby APPROVES and AUTHORIZES the conveyance of said interest to the Developer, pursuant to Health and Safety Code Sections 33430, 33431 and 33433, and the Chair, Board of Supervisors, is hereby AUTHORIZED to execute the Grant Deed and all ancillary documents necessary to implement the sale of the Property, in consideration for payment in the amount of \$61,000. The Public Works Director is hereby AUTHORIZED to execute the Purchase and Sale Agreement and all ancillary documents necessary to implement the sale of the Property.

This Board hereby orders that the proceeds of sale of the Property shall be deposited in to the County's Low and Moderate Income Housing Asset Fund, created pursuant to Health and Safety Code Section 34176(d), which the County must spend subject to the provisions of Health and Safety Code Section 34176.1.

This Board hereby resolves that this Resolution shall take immediate effect from and after its passage.

The Real Estate Division is ORDERED to deliver a certified copy of this Resolution to Old Republic Title Company, their escrow no. 1127021861-AS for recording in the office of the County Clerk-Recorder.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: March 26, 2019**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

**Contact: Maureen Toms (925) 674-7878**

By: , Deputy

**cc:**

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Contra Costa, State of California, and is described as follows:

N RICH LD & FERRY CO #2 LOTS 31 & 32 BLK 59

APN: 409-132-015-2

## PURCHASE AND SALE AGREEMENT

(1540 6th Street)

This purchase and sale agreement ("Agreement") is dated as of March 26, 2019, and is between CONTRA COSTA COUNTY, a political subdivision of the state of California, in its capacity as the housing successor to the Contra Costa County Redevelopment Agency under Health and Safety Code 34176 (the "Seller"), and GERARDO ALONSO SERRANO and Ofelia Alonso Serrano a married couple (the "Purchaser").

### RECITALS

A. The Seller is the owner of that certain real property located at 1540 6th Street, in North Richmond, in unincorporated Contra Costa County, as further described in Exhibit A, incorporated herein by reference (the "Property"). The Seller acquired the Property using funds from the former redevelopment agency's low and moderate housing fund, established pursuant to Health and Safety Code section 33334.2. The Property has been identified as a "housing asset" pursuant to Health and Safety Code section 34176.

B. The Seller intends to convey the Property to Purchaser in accordance with Health and Safety Code section 33433. In accordance with Health and Safety Code section 33431, the Seller is required to hold a duly noticed public hearing to consider approval of this Agreement. The Seller's Board of Supervisors conducted the required noticed public hearing on March 12, 2019.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties mutually agree as follows:

### ARTICLE 1. PURCHASE AND SALE.

1.1 Conveyance of Property. Subject to the terms and conditions of this Agreement, the Seller agrees to sell and Purchaser agrees to purchase, the Property.

1.2 Purchase Price for the Property. The total purchase price to be paid by Purchaser to the Seller for the Property is Sixty-One Thousand Dollars (\$61,000) (the "Purchase Price"). The Purchaser shall deposit the Purchase Price and other sums required hereunder to the Title Company (as defined in Section 2.1). The Purchase Price will be delivered in the form of a certified or cashier's check, electronic transfer of funds, or other immediately available funds, on or before the Closing Date (as defined in Section 3.3).

1.3 "As-Is" Conveyance.

**THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE SELLER IS CONVEYING AND THE PURCHASER IS OBTAINING FEE INTEREST IN THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT THE PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING**

**WITHOUT LIMITATION: (1) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (2) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER; (3) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (4) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, FITNESS, SUITABILITY, VALUE OR ADEQUACY FOR ANY PARTICULAR PURPOSE; (5) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY; (6) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY; (7) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS, AS DEFINED BELOW, ON, UNDER OR WITHIN THE PROPERTY OR ANY ADJOINING OR NEIGHBORING PROPERTY; AND (8) THE CONDITION OF TITLE TO THE PROPERTY. "HAZARDOUS MATERIALS" MEANS ANY SUBSTANCE, MATERIAL, OR WASTE THAT IS OR MAY BECOME DESIGNATED, CLASSIFIED OR REGULATED AS BEING "TOXIC," "HAZARDOUS," OR A "POLLUTANT" UNDER ANY FEDERAL OR STATE LAW OR REGULATION.**

**THE PURCHASER AFFIRMS THAT THE PURCHASER IS NOT RELYING ON THE SKILL OR JUDGMENT OF THE SELLER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. THE PURCHASER ACKNOWLEDGES THAT IT IS USING ITS INDEPENDENT JUDGMENT AND MAKING ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION RELATIVE TO THE PROPERTY AND IS RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY. THE PURCHASER UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.**

## ARTICLE 2. ESCROW.

2.1 Opening Escrow. Promptly following execution of this Agreement, the parties will open an escrow (the "Escrow") with the Oakland Office of Old Republic Title Company (the "Title Company") for conveyance of the Property to the Purchaser, as further described in

Section 3. If, for any reason, the named Title Company is unable to handle the transaction through the close of Escrow, the County's Real Property Agent assigned to oversee the conveyance of this Property will select an alternate title company to handle the transaction and will notify the Purchaser in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the alternate title company will be the "Title Company" for purposes of this Agreement. The Purchaser hereby authorizes the Seller to prepare escrow instructions and file escrow instructions with the Title Company, on behalf of the Purchaser, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the Property conveyed.

2.2 Costs of Closing. In addition to payment of the Purchase Price, the Purchaser will cause the payment of, and will deposit into Escrow an amount equal to, all fees, charges and costs necessary to close Escrow. Each party is responsible for its own legal, professional fees and fees of other consultants incurred with regard to this transaction.

2.3 Title Policy. The Purchaser is solely responsible for any costs or premiums charged by the Title Company for the title insurance policy or special endorsements required by the Purchaser.

### ARTICLE 3. CLOSING.

3.1 Conditions. The obligations of the parties to consummate the conveyance of the Property is subject to the following:

(a) The Seller delivering the Grant Deed (defined in Section 3.2 below) to the Title Company, subject to the limitations set forth in Section 3.2 below.

(b) If requested by the Purchaser, the Title Company delivering to the Purchaser a standard coverage CLTA policy of title insurance in the amount of the Purchase Price insuring fee title to the Property vested in the Purchaser free and clear of any liens, encumbrances and interests, or other clouds on title except for any liens, encumbrances and interests, or other clouds on title shown on the Title Company's preliminary title report, Order No. 1127021861-AS, dated August 28, 2018, attached hereto as Exhibit B, incorporated herein by this reference (the "Title Report").

(c) The Purchaser delivering to the Title Company, the Purchase Price and all other funds necessary to close Escrow.

(d) The Seller and the Purchaser executing and delivering any and all other documents necessary for the Seller to convey fee title to the Property to the Purchaser.

3.2 Deed for Property. The Seller will deliver a grant deed in recordable form and properly executed on behalf of the Seller in favor of the Purchaser, conveying to the Purchaser the Property in fee simple absolute (the "Grant Deed"), subject to the liens, encumbrances and interests, or other clouds on title shown on the Title Report.

3.3 Close of Escrow. Escrow shall close upon the conveyance of the Property to the Purchaser. On the closing date, the Title Company shall close Escrow as follows:

- (a) Record the Grant Deed, marked for return to the Purchaser;
- (b) Issue the title policy, if requested to do so by the Purchaser;
- (c) Prorate taxes, assessments, and other charges as provided by this Agreement;
- (d) Disburse to the Seller the Purchaser Price, less prorated amounts and charges to be paid on behalf of the Seller;
- (e) Prepare and deliver to the Seller and the Purchaser one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Seller and the Purchaser and retain all funds and documents pending receipt of further instructions from the Seller.

3.4 Payment of Property Taxes and Assessments. All ad valorem real property taxes and any penalties and costs thereon, and all installments of any bond or assessment that constitute a lien on the Property shall be cleared and paid by the Seller as of the date title shall vest in the Purchaser by the recordation of the deed herein pursuant to Sections 4986, 5082, and 5086 of the Revenue and Taxation Code of the State of California, if unpaid as of the date title vests.

#### ARTICLE 4. REPRESENTATIONS AND WARRANTIES.

4.1 Purchaser's Representations and Warranties. The Purchaser represents and warrants to Seller that as of the date of this Agreement and as of the Closing Date:

- (a) The Purchaser has the full power and authority to execute, deliver and perform its obligations under this Agreement.
- (b) This Agreement and all agreements, instruments and documents provided to be executed by the Purchaser are duly authorized, executed and delivered by and are binding upon the Purchaser.
- (c) Purchaser has not dealt with any third party in a manner that would obligate Seller to pay any brokerage commission, finder's fee or other compensation due or payable with respect to the transaction contemplated hereby.

4.2 Seller's Representations and Warranties. Seller represents and warrants to the Purchaser that as of the Closing Date:

(a) Seller has fee title to the Property and has the legal right, power, and authority to enter into this Agreement and perform all of its obligations under this Agreement.

(b) This Agreement and all agreements, instruments and documents provided to be executed by Seller are duly authorized, executed and delivered by and are binding upon Seller.

## ARTICLE 5. MISCELLANEOUS.

5.1 Modifications; Waivers. No supplement, modification, waiver or termination of this Agreement is binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement constitutes a waiver of any other provision of this Agreement (whether or not similar), nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

5.2 Notices. Any notice or other communication given by either party to the other party relating to this Agreement is to be sent by certified mail, return receipt requested, by reputable delivery service, with a delivery receipt, or by personal delivery, with a delivery receipt, addressed to the other party at the respective addresses set forth below,

Seller: Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Director

Contra Costa County  
Real Estate Division/Public Works Department  
40 Muir Road  
Martinez, CA 94553  
Attention: Principal Real Property Agent

Purchaser: Gerardo Alonso Serrano and Ofelia Alonso Serrano  
1540 6th Street  
North Richmond, CA 94801

Notice will be deemed received by a party on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable.

5.3 Binding Effect. This Agreement is binding upon the Seller and the Purchaser and inures to the benefit of successors and assigns of the parties.

5.4 Survival. All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement will survive the assignment, expiration or termination of this



Agreement and will not merge in the deed or other documents following delivery and recordation of the deed or other documents.

5.5 Time of the Essence. Time is of the essence with respect to all matters contemplated by this Agreement.

5.6 Attorney's Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees.

5.7 Further Approvals. Each party to this Agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Agreement.

5.8 California Law. This Agreement is governed by the laws of the State of California.

5.9 Invalidity. If any provision of this Agreement is determined by a court to be invalid or unenforceable, the remainder of the Agreement will not be affected.

5.10 Headings. The headings used in this Agreement are for convenience only and are to be disregarded in interpreting the substantive provisions of this Agreement.

5.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which being an original, but all of which together constituting one instrument.

[The Signature Page Follows]

IN WITNESS WHEREOF, the parties are signing this Agreement as of the date set forth in the introductory paragraph.

**SELLER:**

CONTRA COSTA COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**PURCHASER:**

GERARDO ALONSO SERRANO, a married man

By: \_\_\_\_\_

OFELIA ALONSO SERRANO, a married woman

By: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Maureen Toms  
Deputy Director, Department of  
Conservation and Development

**APPROVED AS TO FORM:**

Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Contra Costa, State of California, and is described as follows:

N RICH LD & FERRY CO #2 LOTS 31 & 32 BLK 59

APN: 409-132-015-2

EXHIBIT B

PRELIMINARY TITLE REPORT

## EXHIBIT A

The land referred to is situated in the unincorporated area of the County of Contra Costa, State of California, and is described as follows:

Lots 31 and 32, in Block 59, as designated on the Map entitled, "Map of North Richmond Land and Ferry Co. Tract 2", which Map was filed in the Office of the Recorder of the County of Contra Costa, State of California on September 19, 1911, in Book 5 of Maps, at Page 124, Contra Costa County Records.

APN: 409-132-015



**OLD REPUBLIC**  
TITLE COMPANY

555 12th Street, Suite 2000  
Oakland, CA 94607  
(510) 286-7788 Fax: (510) 208-5047

## PRELIMINARY REPORT

CONTRA COSTA COUNTY REDEVELOPMENT  
AGENCY

Our Order Number 1127021861-AS

When Replying Please Contact:

Alice Sung  
asung@ortc.com  
(510) 286-7788

Property Address:

APN 409-132-015 , Richmond, CA 94801  
[Unincorporated area of Contra Costa County]

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance 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 I 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 Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. 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 I 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 August 28, 2018, at 7:30 AM

**OLD REPUBLIC TITLE COMPANY**  
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1127021861-AS

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy -1990. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Contra Costa County Redevelopment Agency, a public body, corporate and public

The land referred to in this Report is situated in the unincorporated area of the County of Contra Costa, State of California, and is described as follows:

Lots 31 and 32, in Block 59, as designated on the Map entitled, "Map of North Richmond Land and Ferry Co. Tract 2", which Map was filed in the Office of the Recorder of the County of Contra Costa, State of California on September 19, 1911, [in Book 5 of Maps, at Page 124](#), Contra Costa County Records.

APN: 409-132-015

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2017 - 2018, as follows:

Assessor's Parcel No	:	409-132-015	
Code No.	:	85-075	
1st Installment	:	\$0.00 No Tax Due	NOT Marked Paid
2nd Installment	:	\$0.00 No Tax Due	NOT Marked Paid
Land Value	:	\$7,957.00	

No Taxes Due

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1127021861-AS

4. A Notice as follows:

Entitled : Notice of Violation  
By : Contra Costa County Building Inspection Department  
Recorded : [December 20, 2005 in Official Records under Recorder's Serial Number 2005-0487573](#)  
Returned to  
Address : Building Inspection Department, 651 Pine Street, 4th Floor, Martinez, CA 94553

5. Amended Redevelopment Plan, as follows:

Entitled : Statement of Institution of Redevelopment Plan Amendment  
By : Contra Costa County Redevelopment Agency  
Recorded : [June 2, 2008 in Official Records under Recorder's Serial Number 2008-0121615](#)  
Returned to  
Address : 2530 Arnold Drive, Suite 190, Martinez, CA 94553 Attn: Redevelopment Director

6. Any unrecorded and subsisting leases.

7. Satisfactory evidence furnished to this Company:

- a) as to the due formation and continued existence of Contra Costa County Redevelopment Agency as a legal entity under the laws of California; and
- b) documents from its board of directors authorizing this transaction and specifying the officers to execute on behalf of the corporation.

8. The requirement that satisfactory evidence be furnished to this Company of compliance with applicable statutes, ordinances and charters governing the ownership and disposition of the herein described land.

9. The requirement that this Company be provided with an opportunity to inspect the land. The Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection.

10. The requirement that this company be provided with a suitable Owner's Declaration from the Seller (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.



11. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.

----- Informational Notes -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.
- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and said land is unimproved. Said vacant land is known as: Vacant Land APN 409-132-015, Richmond, CA 94801

The ALTA loan policy, when issued, will contain the CLTA Modified 100 (TIM-52) and Modified 116 (TIM-58) endorsements. The referenced modifications to both endorsements delete only non-applicable coverage relating to improvements located upon said land.

Unless shown elsewhere in the body of this report, there appears of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Tax Deed to Purchaser of Tax-Defaulted Property  
By/From : Tax Collector of Contra Costa County  
To : Contra Costa County Redevelopment Agency, a public body,  
corporate and public  
Recorded : [February 19, 2004 in Official Records under Recorder's Serial Number 2004-0054577](#)

O.N.  
IKP

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY - 1990  
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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.-  
  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but 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; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments Which 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.  
  
Proceedings by a public agency which 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 Which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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.



**WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does Old Republic Title share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

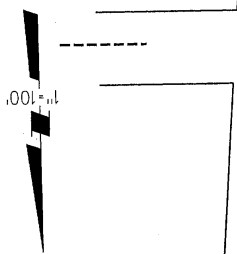
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• Old Republic Title does not share with non-affiliates so they can market to you</li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Old Republic Title doesn't jointly market.</li> </ul>

## Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

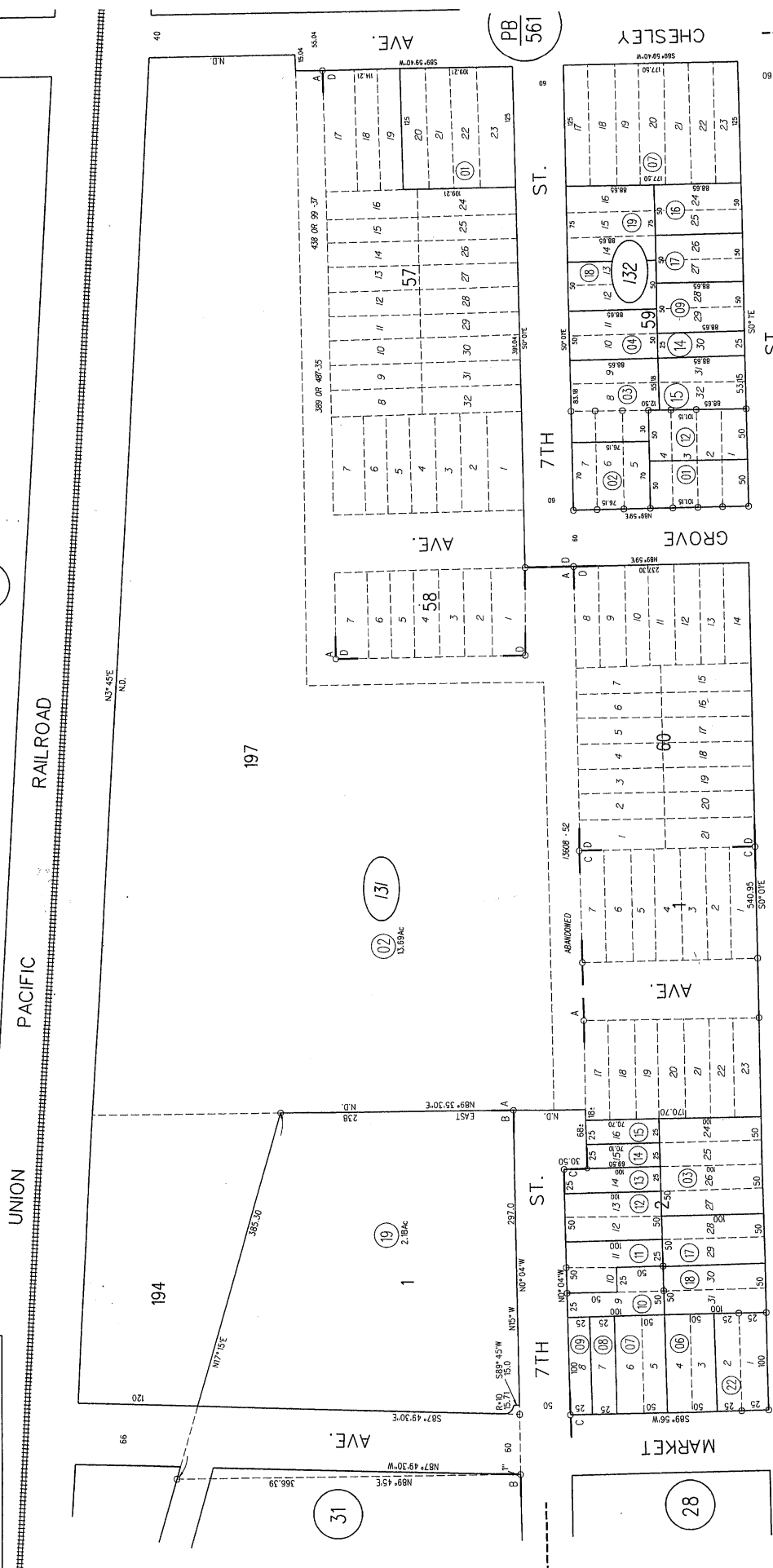
## Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



- A- POR. SAN PABLO RANCHO
- B- LOOMIS SUBDIVISION M.B. C.-46
- C- NORTH RICHMOND LAND AND FERRY CO. TRACT NO.1 M.B. 1-18
- D- NORTH RICHMOND LAND AND FERRY CO. TRACT NO.2 M.B. 5-124

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT CORRESPOND TO THE LATEST SPLIT OR BUILDING SITE ORDINANCES.



SEP 08 2003  
 ASSESSOR'S MAP  
 BOOK 409 PAGE 13  
 CONTRA COSTA COUNTY, CALIF.

12  
 131  
 132  
 19  
 14  
 15

28  
 31  
 31

SUMMARY REPORT PURSUANT TO HEALTH AND SAFETY CODE SECTION 33433 OF  
THE PROPOSED PURCHASE AND SALE AGREEMENT BETWEEN  
CONTRA COSTA COUNTY AND GERARDO ALONSO SERRANO AND OFELIA  
ALONSO SERRANO

1. BACKGROUND AND PURPOSE

On March 26, 2019, the Contra Costa County Board of Supervisors will conduct a public hearing to consider approval of a Purchase and Sale Agreement (the "Purchase Agreement") between Contra Costa County (the "County"), acting in its capacity as the housing successor to the dissolved Contra Costa County Redevelopment Agency, and Gerardo Alonso Serrano and Ofelia Alonso Serrano, a married couple (collectively, the "Purchaser"). The Purchase Agreement provides for the County to sell to the Purchaser specified real property located at 1540 6th Street, in North Richmond, in unincorporated Contra Costa County, as further described in Exhibit A, incorporated herein by reference (the "Property").

This Summary has been prepared and made available to the public in accordance with the requirements of Health and Safety Code Section 33433, which requires provision of the following information:

a. The cost of the Purchase Agreement to the County, including any site preparation costs, relocation costs, the costs of any improvements to be provided by the County, plus the expected costs of any loans or bonds to finance the Purchase Agreement. Please refer to Section 6 of this Summary for information on County costs of the Purchase Agreement.

b. The estimated value of the Property to be sold to the Purchaser pursuant to the terms of the Purchase Agreement, determined under the highest and best uses permitted under applicable land use standards. Please refer to Section 7 of this Summary for information concerning the highest and best use value of the Property.

c. The estimated value of the fee interest in the Property to be conveyed, determined at the use and with the conditions, covenants, and development costs required for the development of the Property under the Purchase Agreement (sometimes referred to as the "reuse value" of the Property). Please refer to Section 8 of this Summary for information regarding the reuse value of the Property.

d. The total purchase price (the "Purchase Price") to be paid for the Property by the Purchaser under the terms of the Purchase Agreement, and, if the Purchase Price is less than the highest and best use value of the Property, an explanation of the reasons for such difference. Please refer to Section 9 of this Summary for information regarding the Purchase Price and the comparison to the highest and best use value of the Property.

e. An explanation of why the sale and redevelopment of the Property pursuant to the Purchase Agreement will assist in the elimination of blight, with reference to all supporting facts

and materials for this explanation. Please refer to Section 5 of this Summary for information regarding the manner in which the sale of the Property will eliminate blight, as well as a description of other public benefits that will be achieved through execution and implementation of the Purchase Agreement.

f. Information supporting a finding that the sale of the Property pursuant to the Purchase Agreement is consistent with the County's five year implementation plan (the "Implementation Plan"). Please refer to Section 10 of this Summary for information in support of the Implementation Plan consistency finding.

In addition to the statutorily required information, this Summary also provides as background information a description of the transaction to be undertaken pursuant to the Purchase Agreement (Section 2), and an outline of the County and the Purchaser's responsibilities under the Purchase Agreement (Sections 3 and 4, respectively).

## 2. DESCRIPTION OF TRANSACTION

The Property is a remnant parcel acquired by the former redevelopment agency. The County, as housing successor, is charged with continuing to implement the affordable housing objectives of the former redevelopment agency. County staff analyzed the potential uses of the Property and determined that the Property is not suitable for development of affordable housing because of its irregular shape and size. The Purchaser owns the land and improvements located adjacent to the Property but is not required, under the Purchase Agreement, to improve the Property. The sales proceeds generated from the disposition of the Property will be used by the County to fund affordable housing objectives of the former redevelopment agency, in compliance with Health and Safety Code Section 34176.1.

## 3. AGENCY RESPONSIBILITIES

The County's primary responsibility under the Purchase Agreement is to, upon satisfaction by the Purchaser of the conditions set forth in the Purchase Agreement, sell the Property to the Purchaser for Sixty-One Thousand Dollars (\$61,000).

The sales proceeds will be deposited into the County's Low and Moderate Income Housing Asset Fund, created under Health and Safety Code Section 34176. The County will then have the responsibility to use the net proceeds to improve, increase, or preserve the supply of affordable housing in the community.

## 4. DEVELOPER RESPONSIBILITIES

The Purchaser's primary sole responsibility under the Purchase Agreement is to purchase the Property from the County for Sixty-One Thousand Dollars (\$61,000). The Purchaser will have no other obligations related to the improvement, development, or use of the Property.



5. ELIMINATION OF BLIGHT AND OTHER PUBLIC BENEFITS

The North Richmond Redevelopment Project Area (the "Project Area") was established pursuant to the North Richmond Redevelopment Plan (the "Redevelopment Plan"). The transfer of the Property which is located within the Project Area, will assist in the elimination of blight in the Project Area by eliminating a lot of irregular form and shape. In addition, the funds generated from the sale of the Property will be used by the County to improve, increase, or preserve the supply of affordable housing in the community, thereby eliminating blighting conditions.

6. ESTIMATED COUNTY COSTS

The estimated costs to the County of the Purchase Agreement are generally as follows:

County Site acquisition costs	\$0.00
Clearance, Relocation, Improvements costs	\$0.00
Total County Cost	\$0.00
Plus Purchase Price from Purchaser	\$61,000
Net County Cost	+\$61,000

The acquisition costs for the Property were paid by the former redevelopment agency prior to its dissolution from tax increment revenue deposited in the agency's Low and Moderate Income Housing Fund. The County received the Property from the former redevelopment agency through the dissolution process and the implementation of Health and Safety Code Section 34176, which called for the transfer of housing assets to the housing successor.

The County has not borrowed any money and has not incurred any clearance, relocation, improvement or other costs, and consequently there is no interest required to be paid by the County. Net of costs incurred, the County will receive a benefit of \$61,000 through the disposition of the Property.

7. ESTIMATED VALUE OF PROPERTY AT HIGHEST AND BEST USE

The estimated value of the Property, determined at the highest use permitted under applicable land use controls, is approximately \$61,000. This figure was determined by the County's Real Estate Division, and assumed at highest and best use of single family residence.

8. ESTIMATED REUSE VALUE

The reuse value of the Property may be calculated as the balance of debt and equity funds obtainable for a development that remains after paying for all other costs of development. The

Purchase Agreement does not require development of the Property or the construction of any improvements. No rental income is anticipated to be generated for the Property. The County has determined that the reuse value is equal to the fair market value.

9. PURCHASE PRICE AND REASON FOR DIFFERENCE FROM HIGHEST AND BEST USE VALUE

The County will sell the Property to the Purchaser for Sixty-One Thousand Dollars (\$61,000.00) which represents the estimated current fair market value of the Property at its highest and best use. There is no difference between the Purchase Price under the Purchase Agreement and the Property's highest use value.

10. CONSISTENCY WITH IMPLEMENTATION PLAN

In January 2010, the former County adopted its final Five Year Implementation Plan, as required by Health and Safety Code Section 33490. One of the dissolved County's objectives in the Implementation Plan is to alleviate blight, including the elimination of parcels of irregular form or shape and expenditure of funds to improve, increase, or preserve the supply of affordable housing in the community.

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

The land referred to is situated in the County of Contra Costa, State of California, and is described as follows:

N RICH LD & FERRY CO #2 LOTS 31 & 32 BLK 59

APN: 409-132-015-2



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: APPROVE the 2019 Asphalt Rubber Cape Seal Project and take related actions under CEQA.

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**RECOMMENDATION(S):**

APPROVE the 2019 Asphalt Rubber Cape Seal Project (Project) and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Bay Point, Clyde, Concord, Lafayette, Pleasant Hill and San Pablo areas. [County Project No. 0672-6U2184, DCD-CP# 19-04] (Districts I, II, IV, V).

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 1(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines, and

DIRECT the Director of Department of Conservation and Development to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Public Works Director or designee to arrange for payment of a \$25 fee to the Department of Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

**FISCAL IMPACT:**

Estimated Project cost: \$4,084,159. 91% Local Road Funds, 9% CalRecycle Grant.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Laura Cremin (925)  
313-2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Ave' Brown, Laura Cremin

## BACKGROUND:

The purpose of this Project is to conduct preventative maintenance on selected roadways in unincorporated Contra Costa County. The Project will seal roadway surfaces to prevent water from seeping under the pavement and rapidly deteriorating the road, which would require more complex road repairs.

The Project consists of applying one or both of the following: an asphalt rubber cape seal covered with a type II slurry seal to the roadways. An asphalt rubber cape seal is a two method sealing/rehabilitation combination, consisting of an application of asphalt rubber binder and screenings pre-coated with paving asphalt, followed by an application of a slurry seal coat to provide a smooth finish. A slurry seal is a quick setting emulsified asphalt latex mixture. It consists of fine graded aggregate, a binder, and additives. It is used for sealing old or raveled pavements, filling minor cracks, sealing the surface to prevent moisture and air intrusion into the pavement, and improving skid resistance.

Preparation of the roadway (prior to applying the surface seal) includes but is not limited to removal of pavement striping and markings, weed removal, cleaning and sweeping roadway surfaces, applying surface treatments on the selected roadways, thermoplastic striping, and site cleanup. The Project may include crack sealing, pavement grinding, and pavement and base failure repair.

## CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of design, construction, and may jeopardize funding.

## ATTACHMENTS

CEQA

PROJECT NUMBER: 0672-6U2184  
CP# 19-04

PROJECT NAME: 2019 Asphalt Rubber Cape Seal Project

PREPARED BY: Laura Cremin *AB*

DATE: February 20, 2019

APPROVED BY: *Ken B. Moreno*

DATE: 3/5/2019

**RECOMMENDATIONS:**

- Categorical Exemption: 15301[Class C]  Negative Declaration
- Environmental Impact Report Required  Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of maintenance of existing street facilities involving no expansion of use beyond that previously existing, pursuant to section 15301(c) of the CEQA guidelines.

What changes to the project would mitigate the identified impacts: N/A

USGS Quad Sheet: Richmond, Mare Island, Benicia, Vine Hill, Honker Bay, Briones Valley, Walnut Creek	Base Map Sheet #: Multiple	Parcel #: N/A
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**GENERAL CONSIDERATIONS:**

- Location:** The Project is located within unincorporated areas of Contra Costa County, including: Bayview, Montalvin, Lafayette, Pleasant Hill, Concord, Clyde, and Bay Point (Figures 1-6). Attached is a list of the selected roadways where work will occur (Attachment 1).
- Project Description:** The purpose of this Project is to conduct preventative maintenance on selected roadways in unincorporated Contra Costa County. The Project will seal roadway surfaces to prevent water from seeping under the pavement and rapidly deteriorating the road, which would require more complex road repairs.

The Project consists of applying one or both of the following: an asphalt rubber cape seal covered with a type II slurry seal to the roadways. An asphalt rubber cape seal is a two method sealing/rehabilitation combination, consisting of an application of asphalt rubber binder and screenings pre-coated with paving asphalt, followed by an application of a slurry seal coat to provide a smooth finish. A slurry seal is a quick setting emulsified asphalt latex mixture. It consists of fine graded aggregate, a binder, and additives. It is used for sealing old or raveled pavements, filling minor cracks, sealing the surface to prevent moisture and air intrusion into the pavement, and improving skid resistance.

Preparation of the roadway (prior to applying the surface seal) includes but is not limited to removal of pavement striping and markings, weed removal, cleaning and sweeping roadway surfaces, applying surface treatments on the selected roadways, thermoplastic striping, and site cleanup. The Project may include crack sealing, pavement grinding, and pavement and base failure repair.

The Project will maintain the existing drainage pattern and will not create new impervious areas. Appropriate Best Management Practices (BMPs) will be implemented to protect storm drain inlets. No tree removal will be necessary. Tree and shrubbery trimming may be necessary throughout the project area. In order to minimize damage to trees, any roots exposed during construction activities will be clean cut.

Although some of the streets (e.g. Bay Point Area) slated for surface treatment fall within the East Contra Costa County Habitat Conservation Plan (HCP) Service Area, all work will occur within existing paved roadways classified by the HCP as "urban" Land Cover Type. This Land Cover Type is not subject to HCP conditions or fees.

Residential streets will be closed for approximately half a day in order to apply road surface treatments and to provide sufficient time for it to adhere to the road surface. Residents will be notified prior to any construction activities. "No Parking" signs will be posted the day before actual road surface treatment application. Emergency vehicles will have access at all times. Utility adjustments or relocation may be necessary in support of the Project. Although unlikely, real property transactions including right-of-way may be necessary in support of the Project.

- Does it appear that any feature of the project will generate significant public concern?**  
 Yes  No  maybe (Nature of concern):
- Will the project require approval or permits by other than a County agency?**  
 Yes  No
- Is the project within the Sphere of Influence of any city?** Yes (Pinole, Pittsburg, Lafayette, Pleasant Hill, Concord)

# CONTRA COSTA COUNTY CALIFORNIA

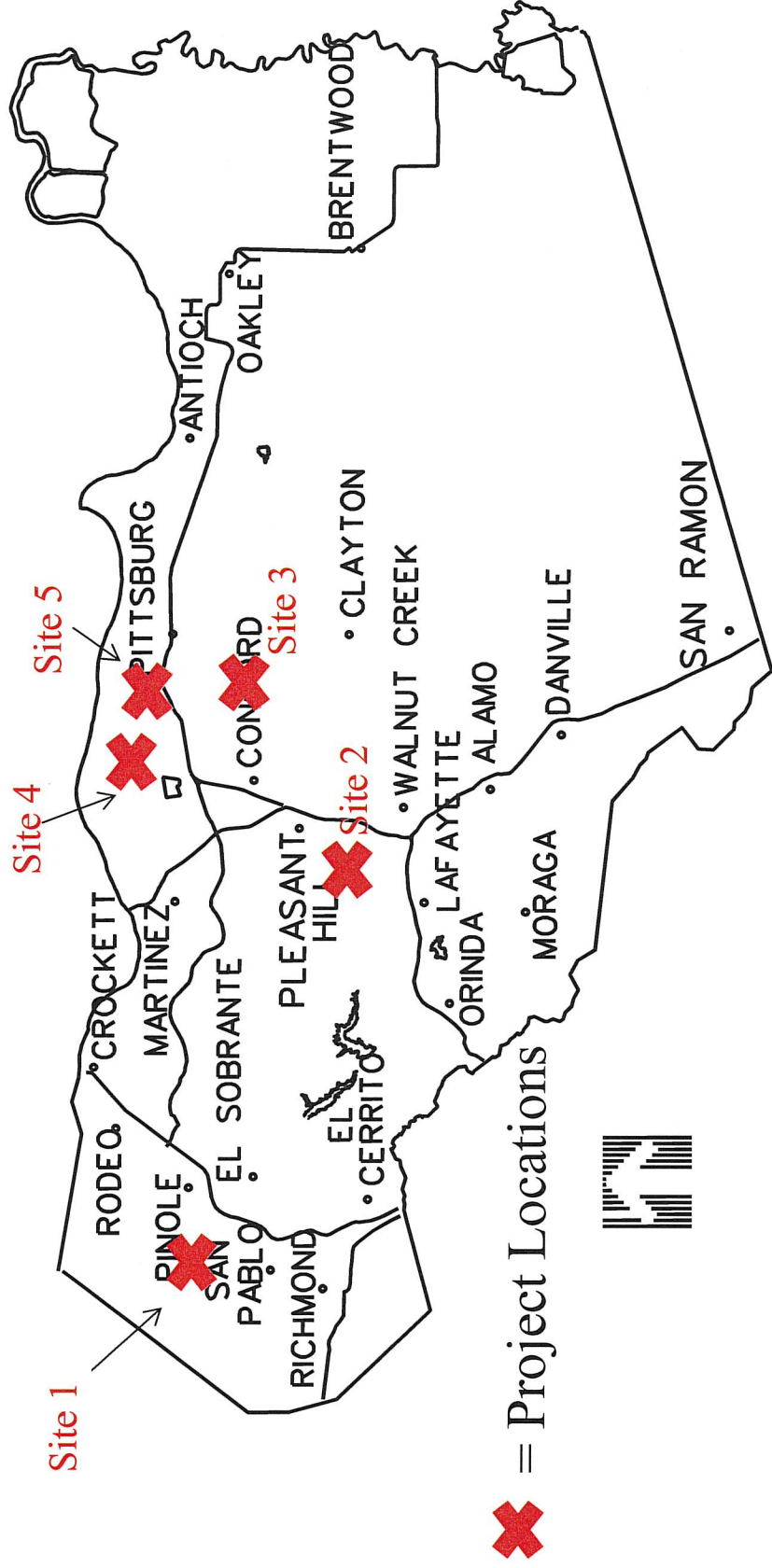


FIGURE 1: Regional Location Map

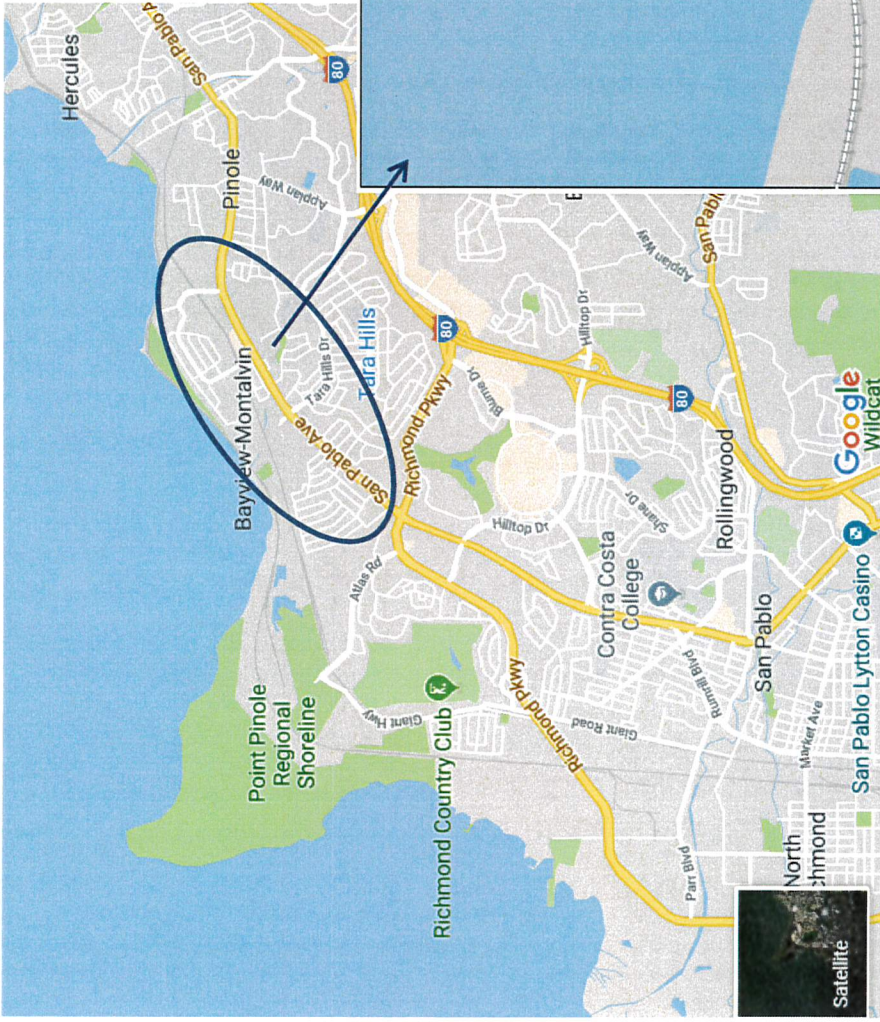


FIGURE 2: Site 1 Project Vicinity Map – Bayview and Montalvin



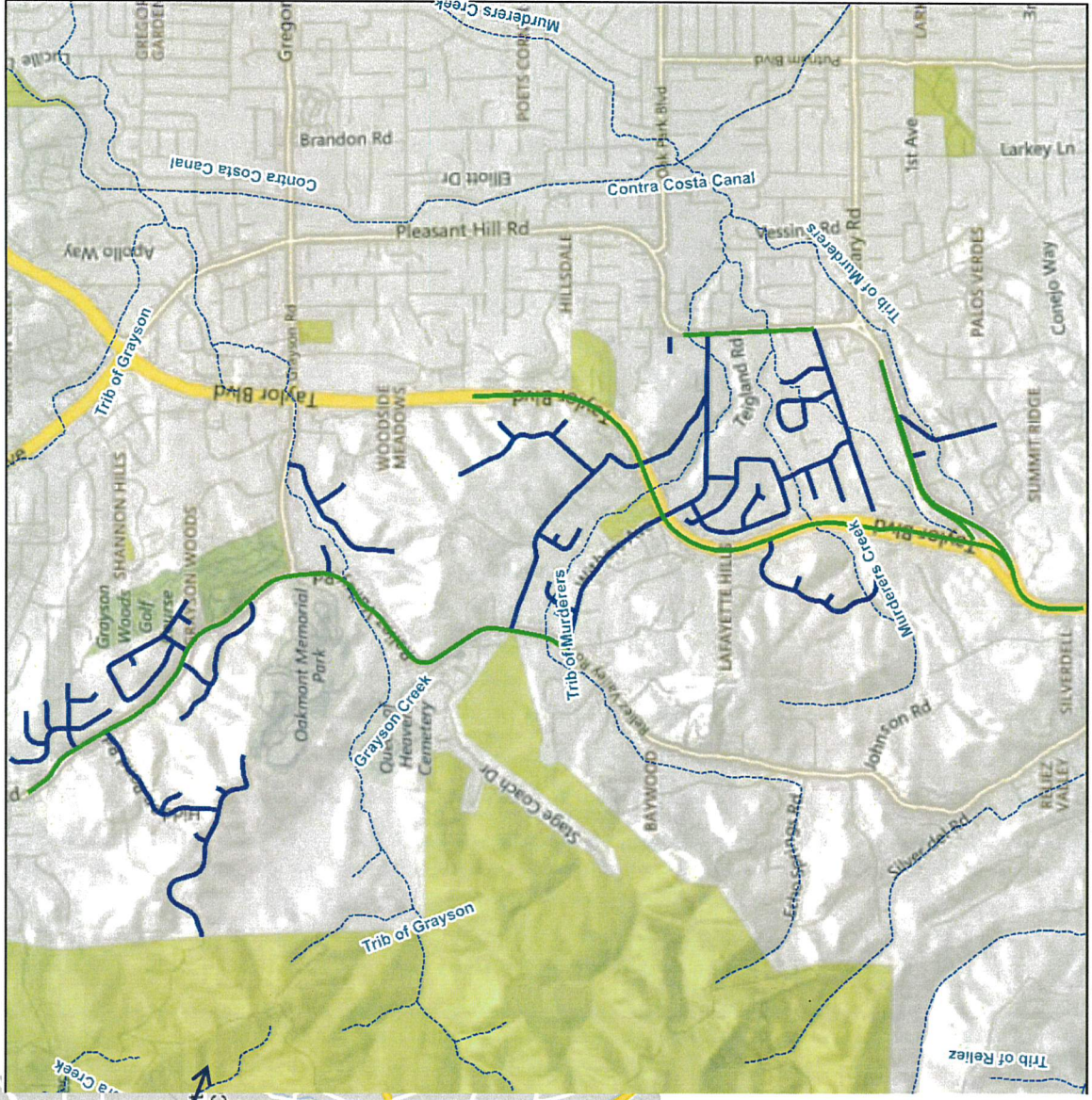
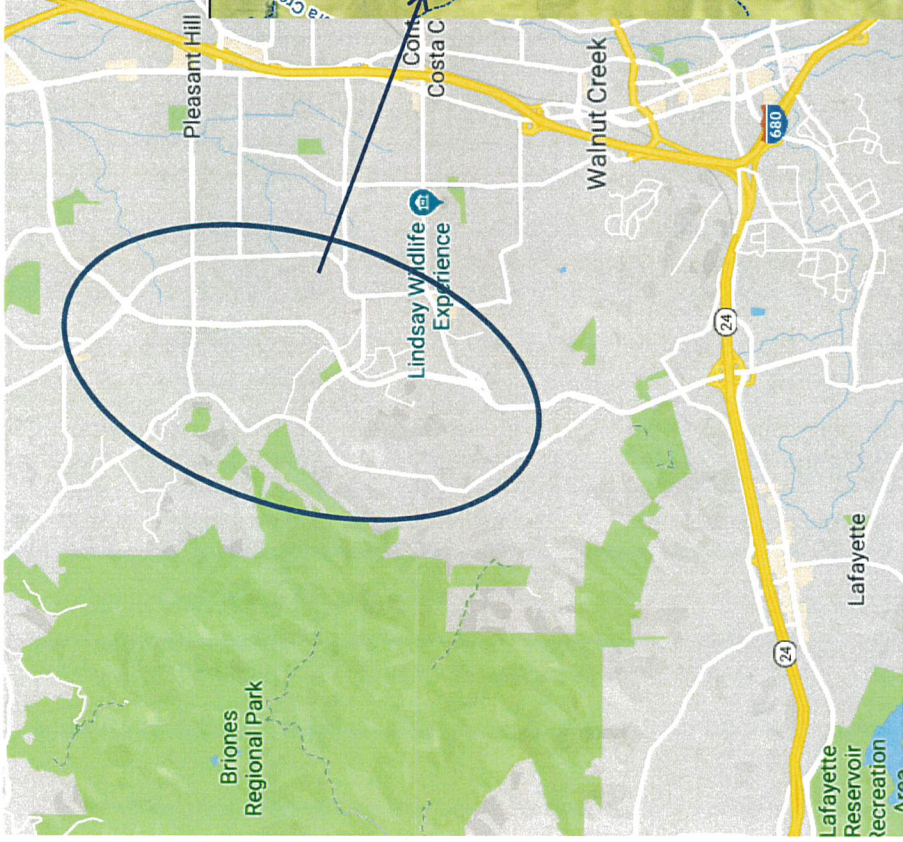


FIGURE 3: Site 2 Project Vicinity Map- Unincorporated Pleasant Hill and Lafayette

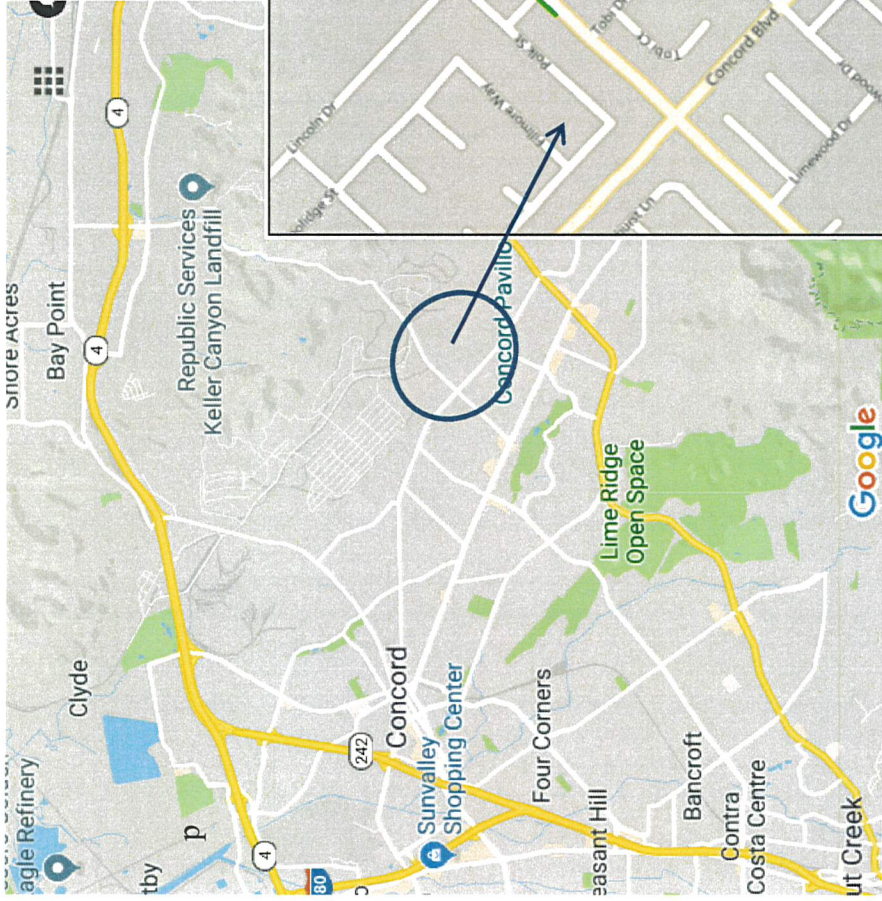


FIGURE 4: Site 3 Project Vicinity Map- Unincorporated Concord

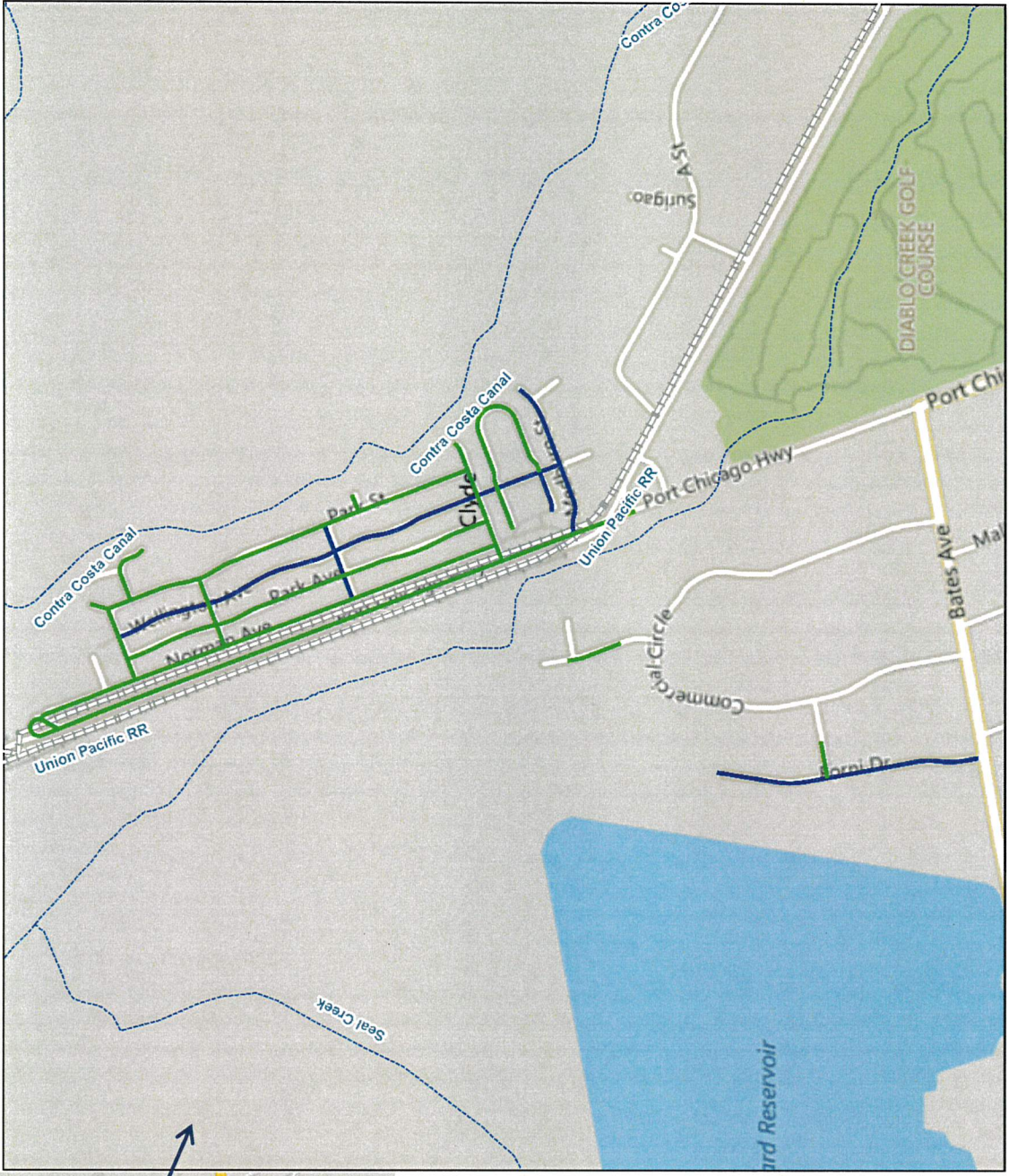
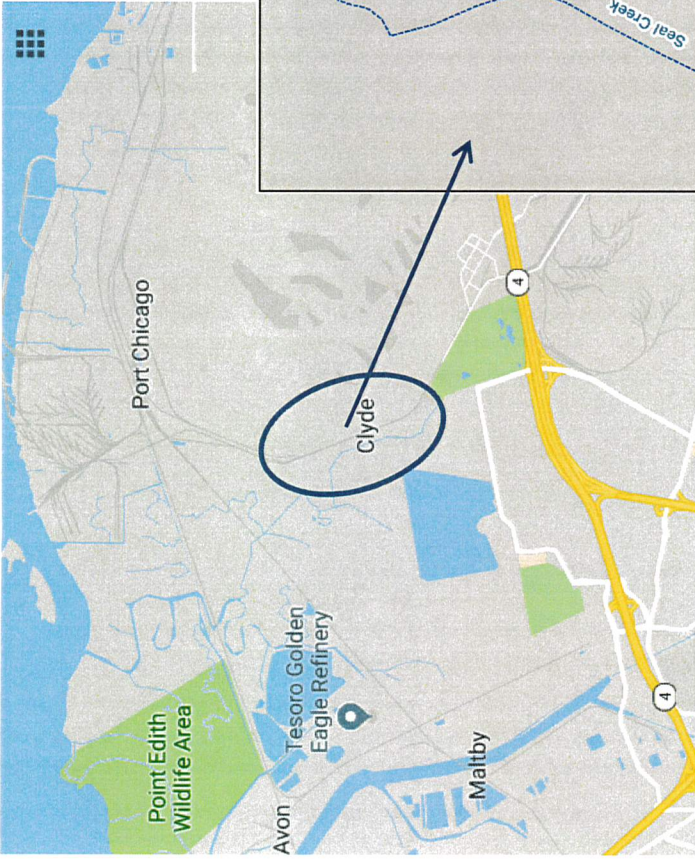


FIGURE 5: Site 4 Project Vicinity Map- Clyde



**2019 Surface Treatment Program  
Bay View Area (Site 1)  
Asphalt Rubber Cape Seal**

Street ID	Section ID	FC	Road Name	Begin Location	End Location	Width (ft)	Length (ft)	Area (sy)	Treatment Type
1	0975AA	R	Broadmore Avenue	Del Monte Drive 0975AD	Cypress Avenue 0975W	33	950	3,483	2002 cape seal
2	0975AB	R	Highlands Road	2323 Meadowlark Street 0975X	Del Monte Dr 0975AD	33	1,373	5,034	2002 cape seal
3	0975AB	R	Highlands Road	Del Monte Drive 0975AD	End @ 2100 Highlands Road	29	739	2,381	2002 cape seal
4	0975AC	R	Birch Court	Cypress Avenue 0975W	End @ 2144 Birch Court 0975AC	33	370	1,357	2002 cape seal
5	0975AD	R	Del Monte Drive	Richmond CL	2366 Meadowlark Street 0975X	37	2,746	11,289	2002 cape seal
6	0975AE	R	Bayside Court	Meadowlark Street	End @ 18 Bayside Court	33	211	774	2002 cape seal
7	0975AF	R	Surfside Court	Meadowlark Street 0975X	end @ 6 Surfside Court	33	158	579	2002 slurry seal
8	0975AG	R	Shore Haven Court	Meadowlark Street 0975X	end @ 112 Shorehaven Court	33	317	1,162	2002 cape seal
9	0975AH	R	Oakmont Court	Meadowlark Street 0975X	End @ 32 Oakmont Court 0975AH	33	211	774	2002 overlay
10	0975AJ	R	Cypress Court	Cypress Avenue 0975W	end @ 62 Cypress Court 0975AJ	28	264	821	2002 cape seal
11	0975AK	R	Rosedale Drive	Southwood Drive 0975AL	Blackwood Court 0975AM	29	1,584	5,104	2002 cape seal
12	0975AL	R	Southwood Drive	Cypress Avenue @ Rosedale	Cypress Avenue 0975W	33	1,584	5,808	2002 cape seal
13	0975AM	R	Blackwood Drive	Southwood Drive 0975AL	Rosedale @ Blackwood Court	29	792	2,552	2002 cape seal
14	0975AN	R	Blackwood Court	Blackwood Drive 0975AM	end @ 76 Blackwood Court	29	158	509	2002 slurry seal
15	0975AP	R	Lea Court	Southwood Drive 0975AL	end @ 215 Lea Court	29	158	509	2002 overlay
16	0975AQ	R	Salem Court	Rosedale Drive 0975AK	end @ 98 Salem Court	29	211	680	2002 cape seal
17	0975AR	R	Manoa Court	Blackwood Drive 0975AM	end @ 58 Manoa Court	29	106	342	2002 slurry seal
18	0975AS	R	Highlands Court	Highlands Road 0975AB	End @ 265 Highlands Ct 0975AS	29	264	851	2002 cape seal
19	0975AT	R	Highlands Place	Highlands Road 0975AB	End @ 320 Highlands Pl 0975AT	29	528	1,701	2002 cape seal
20	0975AU	R	Ashbrook Drive	Southwood Drive 0975AL	End @ Santa Fe Railway R/W	29	107	345	2002 cape seal
21	0975W	R	Cypress Avenue	Rosedale Drive 0975AK	Cypress Court 0975AJ	33	4,488	16,456	2002 cape seal
22	0975X	R	Meadowlark Street	Cypress Court 0975AJ	2233 Cypress Avenue 0975W	33	2,693	9,874	2002 cape seal
23	0975Y	R	Greenwich Road	Greenwich Court 0975Z	2348 Meadowlark Street 0975X	33	1,320	4,840	2002 cape seal



**2019 Surface Treatment Program  
Bay View Area (Site 1)  
Asphalt Rubber Cape Seal**

Street ID	Section ID	FC	Road Name	Begin Location	End Location	Width (ft)	Length (ft)	Area (sy)	Treatment Type
1 0975AV	0002	R	Eire Drive - 0975AV	Murphy Drive 0975T	San Pablo Avenue 0971B	33	106	389	2012 Terminal Blend Cape Seal
2 0975T	0022	R	Murphy Drive - 0975T	San Pablo Avenue 0971B	East side 2010 Murphy Drive	33	1,162	4,261	2012 Terminal Blend Cape Seal
3 0975T	0034	R	Murphy Drive - 0975T	East side 2010 Murphy Drive	Dublin Drive 0975V	33	634	2,325	2012 Terminal Blend Cape Seal
4 0975V	0020	R	Dublin Drive - 0975V	Eire Drive @ Murphy Drive	Murphy Drive 0975T	29	1,056	3,403	2012 Terminal Blend Cape Seal
5 0975U	0006	R	O Rourke Drive - 0975U	Murphy Drive 0975T	Dublin Drive 0975V	29	317	1,021	2012 Terminal Blend Cape Seal
							Subtotal area =	11,398	sy
							Approximate additional knuckle pavement area =	200	sy
							Total area =	11,598	sy
							Estimated cost =	\$44,653	
							\$3.85/sy:		





**2019 Surface Treatment Program  
Unincorporated Lafayette and Pleasant Hill Areas (Site 2)  
Asphalt Rubber Cape Seal**

Street ID	Section ID	FC	Road Name	Beginning Location	Ending Location	Length (ft)	Width (ft)	Area (sy)	Treatment History	Bulb (cy)	Bulb Dia. (ft)
1	3465A	R	Silverhill Drive	Silverhill Way	Reliez Valley Road	1,373	29	4,424	2002 cape		
2	3465B	R	Silverhill Way	Silverhill Drive	Reliez Valley Road	475	29	1,531	2002 cape		
3	3465C	R	Silverhill Court	Silverhill Way	end @ 1153 Silverhill Court	686	29	2,210	2002 cape	259	76
4	3465D	C	Hidden Pond Road	Reliez Valley Road	Hidden Pond Lane	1,052	26	3,039	2002 cape		
5	3465D	C	Hidden Pond Road	Hidden Pond Lane	Sunrise Ridge Drive	1,162	29	3,744	2002 cape		
6	3465E	R	Sunrise Ridge Drive	end @ 1281 Sunrise Ridge Drive	end @ 1006 Sunrise Ridge Drive	3,300	32	11,733	2002 cape	392	72
7	3465F	R	Dana Highland Court	Hidden Pond Road	end	422	32	1,500	2002 cape	196	72
8	3465G	R	Julie Highlands Court	Sunrise Ridge Drive	end	158	32	562	2002 cape	196	72
9	3465H	R	Jennifer Highlands Ct	Sunrise Ridge Drive	end	211	32	750	2002 cape	196	72
10	3667AX	R	Theresa Lane	Reliez Valley Road	end	370	25	1,028	2002 overlay	188	65
11	3667BG	R	Del Rio Drive	Withers Avenue	Del Oceano Drive	1,584	33	5,808	2002 cape		
12	3667BH	R	Del Rio Court	Del Rio Drive	end @ 18 Del Rio Court	211	25	586	2002 overlay	188	65
13	3667BJ	R	Padre Street	Del Rio Drive	Del Este Street	739	25	2,053	2002 cape		
14	3667BJ	R	Padre Street	Del Este Street	Del Oceano Drive	317	33	1,162	2002 cape		
15	3667BK	R	Villa Court	Del Rio Drive	end @ 132 Villa Court	686	25	1,906	2002 cape	188	65
16	3667BL	R	Del Este Street	Withers Avenue	Padre Street	422	33	1,547	2002 cape		
17	3667BM	R	Del Centro Court	Villa Court	end @ 120 Del Centro Court	158	25	439	2002 cape	214	68
18	3667BN	R	La Playa Drive	Del Oceano Drive	Diablo View Road	1,109	33	4,066	2002 cape		
19	3667BP	R	Del Oceano Drive	Del Rio Drive	Padre Street	1,214	33	4,451	2002 cape		
20	3667BQ	R	Mohawk Drive	Grayson Road	2042 Mohawk Drive	898	37	3,692	2002 cape		
21	3667BQ	R	Mohawk Drive	2042 Mohawk Drive	End @ 1959 Mohawk Drive	1,267	29	4,083	2002 cape	159	65
22	3667BR	R	Iroquois Drive	Mohawk Drive	end @ 320 Iroquois Drive	475	33	1,742	2002 cape	130	65
23	3667BT	R	Surmont Drive	Gloria Terrace	end 3284 Surmont Drive	2,059	29	6,635	2002 cape	159	65
24	3667BU	R	Surmont Court	Surmont Drive	19 Surmont Court	317	29	1,021	2002 cape	159	65
25	3667BV	R	Smoketree Court	Pebble Beach Loop	end @ 10 Smoketree Court	158	29	509	2002 cape	159	65
26	3667BW	R	Pebble Beach Loop	Country Club Drive	Cherry Hills Drive	2,482	33	9,101	2002 cape		
27	3667BX	R	Cherry Hills Drive	County Club Drive	End @ 2420 Cherry Hills Drive	581	29	1,872	2002 cape	184	68

**2019 Surface Treatment Program  
 Unincorporated Lafayette and Pleasant Hill Areas (Site 2)  
 Asphalt Rubber Cape Seal**

Street ID	Section ID	FC	Road Name	Beginning Location	Ending Location	Length (ft)	Width (ft)	Area (sy)	Treatment History	Bulb (cy)	Bulb Dia. (ft)
28	3667BY	R	Cherry Hills Court	Cherry Hills Drive	End @ 12 Cherry Hills Court	211	29	680	2002 slurry	159	65
29	3667BZ	R	Country Club Drive	Reliez Valley Road	Cherry Hill Drive	370	33	1,357	2002 cape		
30	3667CA	R	Joplin Court	Hannibal Drive	end @ 10 Joplin Court	158	29	509		184	68
31	3667CB	R	Hannibal Drive	Withers Avenue	End @ 1912 Hannibal Dr	634	29	2,043	2002 cape	184	68
32	3667CC	R	Whitfield Court	end @ 25 Whitfield Court	P. Hill CL @ Cumberland Dr	370	29	1,192	2002 cape	159	65
33	3667CD	R	Brookwood Drive	Gloria Terrace	End @ 3214 Brookwood Dr	845	33	3,098	2002 cape	154	68
34	3667CE	R	Brookwood Court	Brookwood Drive	End @ 8 Brookwood Court	158	29	509	2002 slurry	184	68
35	3667CF	R	Francis Drive	Martinez CL @ 550 Francis Dr.	end @ 713 Francis Drive	1,901	29	6,125	2002 slurry	184	68
36	3667CG	R	Laird Lane	Francis Drive	end @ 627 Laird Lane	634	29	2,043	2002 slurry	184	68
37	3667CH	R	Wee Donegal	Donegal Way	end @ 708 Wee Donegal	423	29	1,363	2002 slurry	159	65
38	3667CJ	R	Donegal Way	Reliez Valley Road	north side 405 Donegal Way	950	37	3,906	2002 slurry		
39	3667CK	R	Byrdee Way	Francis Drive	end @ 655 Byrdee Way	475	29	1,531	2002 slurry	184	68
40	3667CL	R	La Playa Court	La Playa Drive	end	422	29	1,360	2002 cape	167	66
41	3667CM	R	Ramada Court	La Playa Drive	end @ 3164 Ramada Court	634	29	2,043	2002 cape	167	66
42	3667CN	R	Glen Oak Court	Diablo View Road	end @ 1674 Glen Oak Court	739	29	2,381	2002 cape	159	65
43	3667CP	R	Benthill Court	Surmont Drive	end @ 24 Benthill Court	317	29	1,021	2002 slurry	184	68
44	3667CQ	R	Greenhills Drive	Taylor Boulevard	Chaparal Lane	608	37	2,500	2002 slurry		
45	3667CQ	R	Greenhills Drive	Chapparal Lane	end @ 3300 Greenhills Drive	2,108	29	6,792	2002 slurry	184	68
46	3667CR	R	Ridgecrest Court	Greenhills Drive	end @ 80 Ridgecrest Court	320	19	676	2002 slurry		
47	3667CS	R	Crestview Court	Greenhills Drive	end @ 10 Crestview Court	226	29	728	2002 slurry	184	68
48	3667J	R	Gloria Terrace	Withers Avenue	Taylor Boulevard	1,320	22	3,227	2002 single chip		
49	3667J	C	Gloria Terrace	Taylor Boulevard	Brookwood Drive	1,848	24	4,928	2002 single chip		
50	3667J	C	Gloria Terrace	Brookwood Drive	3261 Gloria Terrace	370	24	987	2002 single chip		
51	3667J	C	Gloria Terrace	3261 Gloria Terrace	3287 Gloria Terrace	700	22	1,711	2002 single chip		
52	3667J	C	Gloria Terrace	3287 Gloria Terrace	Reliez Valley Road	317	30	1,057	2002 single chip		
53	3667T	R	Diablo View Road	Pleasant Hill Road	3123 Diabo View Road	1,109	33	4,066	2002 double chip		
54	3667T	R	Diablo View Road	3123 Diablo View Road	end in cul de sac	1,373	16	2,441	2002 double chip	303	70
55	3667U	R	Huston Road	Pleasant Hill Road	Holland Drive	1,478	22	3,613	2002 cape		

**2019 Surface Treatment Program  
 Unincorporated Lafayette and Pleasant Hill Areas (Site 2)  
 Asphalt Rubber Cape Seal**

Street ID	Section ID	FC	Road Name	Beginning Location	Ending Location	Length (ft)	Width (ft)	Area (sy)	Treatment History	Bulb (cy)	Bulb Dia. (ft)
56	3667V	R	Sharon Circle	Pleasant Hill Road	end	200	22	489	2002 slurry	219	66
57	3667Z	R	Foothill Park Circle	Diablo View Road	1677 Foothill Park Cir.	1,795	29	5,784	2002 cape		
58	3551	A	Reliez Valley Road	middle 2319 Apex Court	approx. 280 ft. southeast of Apex Court	480	11	587	2010 double chip		
59	3551	A	Reliez Valley Road	approx. 280 ft. southeast of Apex Court	Grayson Road	4,130	40	18,356	2010 double chip		
60	3554	A	Reliez Valley Road	Grayson Road	1968 Reliez Valley Road	2,550	24	6,800	2010 double chip		
61	3554	A	Reliez Valley Road	1968 Reliez Valley Road	north 1903 Reliez Valley Rd	1,180	44	5,769	2010 double chip		
62	3554	A	Reliez Valley Road	north 1903 Reliez Valley Rd	Withers Avenue	803	12	1,071	2010 double chip		
63	3564	C	Withers Avenue	Reliez Valley Road	Del Mar Drive	1,875	12	2,500	2002 AR cape		
64	3564	C	Withers Avenue	Del Mar Drive	Taylor Boulevard	430	34	1,624	2002 AR cape		
65	3564	C	Withers Avenue	Taylor Boulevard	Del Rio Drive	444	60	2,960	2002 double chip		
66	3564	C	Withers Avenue	Del Rio Drive	Pleasant Hill Road	2,364	22	5,779	2002 double chip		
67	3651A	A	Pleasant Hill Road	1830 Pleasant Hill Road	Diablo View Road	2,027	18	4,054	2003 overlay		
								Subtotal area =			
								200,852	sy		
								Approximate additional cul-de-sac pavement area =			
								6,273	sy		
								Total area =			
								207,125			
								Estimated cost = \$7.75/sy:			
								\$1,605,219	/sy		

**2019 Surface Treatment Program  
Unincorporated Concord area (Site 3)  
Cape Seal**

Street ID	Section ID	FC	Road Name	Beginning Location	Ending Location	Length (ft)	Width (ft)	Area (sy)	Treatment History	Bulb (cy)	Bulb Dia.	
1	4961	A	Bailey Road	Concord CL @ 4703 Tobi Drive	Myrtle Drive	1,373	31	4,729	2008 double chip seal		65	
2	5167AQ	R	Kirkwood Court	Myrtle Drive	end @ 48 Kirkwood Court	1,003	29	3,232	2008 cape seal	159		
3	5167C	R	Ayers Road	Concord CL @ Holly Drive	end @ Ash Road, Concord CL	1,320	18	2,640	2008 single chip seal			
4	5264A	C	Ayers Road	Concord Boulevard	north side 1810 Ayers Road	210	33	770	2008 single chip seal			
5	5264A	C	Ayers Road	north side 1810 Ayers Road	north side 1860 Ayers Road	876	31	3,017	2008 single chip seal			
6	5167F	R	Laurel Drive	end @ Bay Pt & Clayton RR R/W	west line of 5180 Laurel Drive	2,892	20	6,427	2008 single chip seal			
7	5167F	R	Laurel Drive	west line of 5180 Laurel Drive	west line of 5199 Laurel Drive	494	10	549	2008 single chip seal			
8	5167J	R	Laura Drive	Bailey Road 4961	end @ 4791 Laura Drive	1,426	26	4,120	2008 cape seal			
9	5167K	R	Laura Court	Laura Drive 5167J	end @ 1912 Laura Court	264	24	704	2008 cape seal	117	55	
10	5167N	R	Andrews Drive	4736 Laura Drive 5167J	4779 Laura Drive 5167J	1,056	26	3,051	2008 cape seal			
11	5167P	R	Andrews Court	Laura Drive 5167J	End @ 1906 Andrews Court	106	26	306	2008 cape seal	156	62	
12	5264B	C	Myrtle Drive	Bailey Road 4961	Concord CL @ Ayers Road 5264A	3,010	23	7,692	2008 single chip seal			
						Subtotal area =		37,237	sy			
						Approximate additional cul-de-sac pavement area =		432	sy			
						Total area =		37,669				
						Estimated cost = \$7.75/sy:			\$291,935	/sy		

**2019 Surface Treatment Program  
Clyde Area (Site 4)  
Cape Seal**

Street ID	Section ID	FC	Road Name	Beginning Location	Ending Location	Length (ft)	Width (ft)	Area (sy)	Treatment History	Bulb (cy)	Bulb Dia. (ft)
1	4285B	R	Forni Drive	Bates Avenue	north side 5052 Forni Drive	1,742	45	8,710	2003 Cape Seal	0	0
2	4285C	R	Annalisa Drive	Forni Drive	east side 2501 Annalisa Drive	264	45	1,320	2002 Cape Seal	0	0
3	4285H	R	Dean Leshner Drive	Concord CL @ south lot line 2500 Dean Leshner Drive	End	370	45	1,850	No Maintenance History	0	0
4	4485A	R	Norman Avenue	Sussex Street	Port Chicago Highway	3,190	16	5,671	2002 Cape Seal	0	0
5	4485B	R	Park Avenue	Kilburn Street	Sussex Street	2,534	10	2,816	2002 Reconstruct (AC)	0	0
6	4485C	R	Wellington Avenue	Medburn Street	Wellington Court	528	30	1,760	2002 Cape Seal	0	0
7	4485C	R	Wellington Avenue	Wellington Court	Kilburn Street	2,640	16	4,693	2002 Cape Seal	0	0
8	4485D	R	Park Street	Kilburn Street	Sussex Street	2,534	16	4,505	2002 Cape Seal	0	0
9	4485E	R	Kilburn Street	Norman Avenue	Wellington Avenue	528	24	1,408	2002 Cape Seal	0	0
10	4485E	R	Kilburn Street	Wellington Avenue	Park Street	158	28	492	2002 Cape Seal	0	0
11	4485F	R	Middlesex Street	Wellington Avenue	Norman Avenue	410	24	1,093	2002 Cape Seal	0	0
12	4485G	R	Essex Street	Norman Avenue	Park Street	470	20	1,044	2002 Cape Seal	0	0
13	4485H	R	Sussex Street	Port Chicago Highway	End @ 237 Sussex Street	634	40	2,818	2002 Cape Seal	101	68
14	4485J	R	Medburn Street	Port Chicago Highway	east lot line 11 Army Ln.	995	40	4,422	2002 Cape Seal	0	0
15	4485Q	R	Highland Court	Park Street	End	422	28	1,313	2002 Cape Seal	192	68
16	4485M	R	Wellington Court	Wellington Avenue	End	293	32	1,042	2002 Cape Seal	162	68
17	4485N	R	Trafalgar Court	Wellington Avenue	End	1,103	32	3,922	2002 Cape Seal	162	68
18	4485P	R	Trafalgar Circle	Wellington Avenue	Wellington Avenue	1,162	36	4,648	2002 Cape Seal	0	0
19	4485S	R	Kilburn Court	Kilburn Street	End	158	32	562	2002 Cape Seal	162	68
20	4485T	R	Park Place Court	Park Street	End	132	32	469	No Maintenance History	162	68
21	4371	A	Port Chicago Highway	Naval Weapons Station gate	Sussex Street	1,020	33	3,740	2002 Double Chip	0	0
22	4371	A	Port Chicago Highway	Sussex Street	Kilburn Street	2,240	24	5,973	2002 Double Chip	0	0
23	4371	A	Port Chicago Highway	Kilburn Street	End	1,265	25	3,514	2002 Double Chip	0	0
						Total area =		67,785			
						Approximate additional cul-de-sac pavement area =		939	sy		
						Total area =		68,724			
						Estimated cost = \$7.75/sy:		\$532,611			

**2019 Surface Treatment Program  
Asphalt Rubber Cape Seal  
Bay Point Area North of Willow Pass Road (Site 5)**

Street ID	Section ID	FC	Street Name	Beginning Location	Ending Location	Width (ft)	Length (ft)	Area (sy)	Last Treatment
1	5385	R	Pullman Avenue	North Broadway Avenue	Fairview Avenue	29	950	3,061	no history
2	5385	R	Pullman Avenue	Fairview Avenue	Belle Monte Avenue 5385X	29	586	1,888	no history
3	5385	R	Pullman Avenue	Belle Monte Avenue 5385X	Crivello Avenue	29	686	2,210	no history
4	5385AA	R	Siino West Avenue	Crivello Avenue 5385Z	Belle Monte Avenue 5385X	30	630	2,100	2002 cape seal
5	5385AA	R	Siino West Avenue	Belle Monte Avenue 5385X	Fairview Avenue	29	490	1,579	no history
6	5385AA	R	Siino West Avenue	Fairview Avenue	North Broadway Avenue	29	1,000	3,222	no history
7	5385DN	R	Alfaro Avenue	North Broadway Avenue	Poinsettia Avenue	29	686	2,210	no history
8	5385DP	R	Gibson Avenue	Pullman Avenue	end @ 100 Gibon Avenue	33	660	2,420	no history
9	5385DV	R	Fairview Avenue	Pullman Avenue	Willow Pass Road	33	797	2,922	no history
10	5385T	R	North Broadway Avenue	Willow Pass Road 5181	Suisun Avenue 5385W	36	2,112	8,448	2002 cape seal
11	5385U	R	Solano Avenue	Suisun Avenue 5385W	Willow Pass Road	32	2,059	7,321	2002 cape seal
12	5385V	R	Poinsettia Avenue	Suisun Avenue 5385W	Willow Pass Road 5181	33	1,901	6,970	2002 cape seal
13	5385W	R	Suisun Avenue	North Broadway Avenue 5385T	Poinsettia Avenue 5385V	30	715	2,383	2002 cape seal
14	5385X	R	Bella Monte Avenue	Willow Pass Road	Pullman Avenue	32	1,135	4,036	2002 cape seal
15	5385Y	R	Highway Avenue	Willow Pass Road 5181	Pullman Avenue	32	1,056	3,755	2002 cape seal
16	5385Z	R	Crivello Avenue	Willow Pass Road 5181	Pullman Avenue	32	1,056	3,755	2002 cape seal
						Total area =	58,281	sy	
						Estimated cost = \$7.75/sy:	\$451,675		
<p><b>Note:</b> 1) Removed Willow Pass Road and Bailey Road from the double chip seal list and slurry seal list. Rule 20A undergrounding project is scheduled to begin in 2019 and last until 2020. The double chip w/ slurry can be postponed to 2020 if undergrounding is complete.</p>									



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: APPROVE the 2019 Microsurface Seal Project and take related actions under CEQA.

---

**RECOMMENDATION(S):**

APPROVE the 2019 Microsurface Seal Project (Project) and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Lafayette and Pleasant Hill areas. [County Project No. 0672-6U2183, DCD-CP# 19-03] (Districts II, IV).

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 1(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines, and

DIRECT the Director of Department of Conservation and Development to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a \$25 fee to the Department of Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

**FISCAL IMPACT:**

Estimated Project cost: \$423,253. 100% Local Roads Funds.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Laura Cremin (925)  
313-2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Ave' Brown, Laura Cremin

## BACKGROUND:

The purpose of this Project is to conduct preventative maintenance on selected roadways in unincorporated Contra Costa County.

The Project consists of applying a quick setting micro-surface pavement treatment to selected roadways to extend pavement life by weatherproofing and delaying oxidation, restoring surface texture, providing a skid-resistant wearing surface, and correcting minor surface profile irregularities.

The micro-surface treatment is an advanced type of slurry surfacing that has special emulsifiers for fast setting and high stiffness. The slurry is a mixture of polymer modified asphalt emulsion, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed, and spread on a paved surface. It creates a hard wearing surface for pavement preservation and rehabilitation.

Preparation of the roadway (prior to applying the surface seal) includes but is not limited to removal of pavement striping and markings, weed removal, cleaning and sweeping roadway surfaces, applying surface treatments on the selected roadways, thermoplastic striping, and site cleanup. The Project may include crack sealing, pavement grinding, and pavement and base failure repair.

## CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of design, construction, and may jeopardize funding.

## ATTACHMENTS

CEQA



PUBLIC WORKS DEPARTMENT  
INITIAL STUDY OF  
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: 0672-6U2183  
CP# 19-03

PROJECT NAME: 2019 Microsurface Seal Project

PREPARED BY: Laura Cremin *LC*

DATE: February 20, 2019

APPROVED BY: *Teresa B. Moore*

DATE: 3/5/2019

**RECOMMENDATIONS:**

Categorical Exemption: 15301 [Class C]

Negative Declaration

Environmental Impact Report Required

Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of maintenance of existing street facilities involving no expansion of use beyond that previously existing, pursuant to section 15301(c) of the CEQA guidelines.

What changes to the project would mitigate the identified impacts: N/A

USGS Quad Sheet: Walnut Creek	Base Map Sheet #: L13, M12, M13	Parcel #: N/A
-------------------------------	---------------------------------	---------------

**GENERAL CONSIDERATIONS:**

1. **Location:** The project is located in unincorporated areas of Contra Costa County, including Lafayette and Pleasant Hill (Figures 1-4). Attached is a list of the selected roadways where work will occur (Attachment 1).

2. **Project Description:**

The purpose of this Project is to conduct preventative maintenance on selected roadways in unincorporated Contra Costa County.

The Project consists of applying a quick setting micro-surface pavement treatment to selected roadways to extend pavement life by weatherproofing and delaying oxidation, restoring surface texture, providing a skid-resistant wearing surface, and correcting minor surface profile irregularities.

The micro-surface treatment is an advanced type of slurry surfacing that has special emulsifiers for fast setting and high stiffness. The slurry is a mixture of polymer modified asphalt emulsion, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed, and spread on a paved surface. It creates a hard wearing surface for pavement preservation and rehabilitation.

Preparation of the roadway (prior to applying the surface seal) includes but is not limited to removal of pavement striping and markings, weed removal, cleaning and sweeping roadway surfaces, applying surface treatments on the selected roadways, thermoplastic striping, and site cleanup. The Project may include crack sealing, pavement grinding, and pavement and base failure repair.

The Project will maintain the existing drainage pattern and will not create new impervious areas. Appropriate Best Management Practices (BMPs) will be implemented to protect storm drain inlets. No tree removal will be necessary. Tree and shrubbery trimming may be necessary throughout the project area. In order to minimize damage to trees, any roots exposed during construction activities will be clean cut.

Residential streets will be closed for approximately half a day in order to apply road surface treatments and to provide sufficient time for it to adhere to the road surface. Residents will be notified prior to any construction activities. "No Parking" signs will be posted the day before actual road surface treatment application. Emergency vehicles will have access at all times. Utility adjustments or relocation may be necessary in support of the Project. Although unlikely, real property transactions including right-of-way may be necessary in support of the Project.

3. Does it appear that any feature of the project will generate significant public concern?

Yes  No  maybe (Nature of concern):

4. Will the project require approval or permits by other than a County agency?

Yes  No

5. Is the project within the Sphere of Influence of any city? Yes (Lafayette, Pleasant Hill)

# CONTRA COSTA COUNTY CALIFORNIA

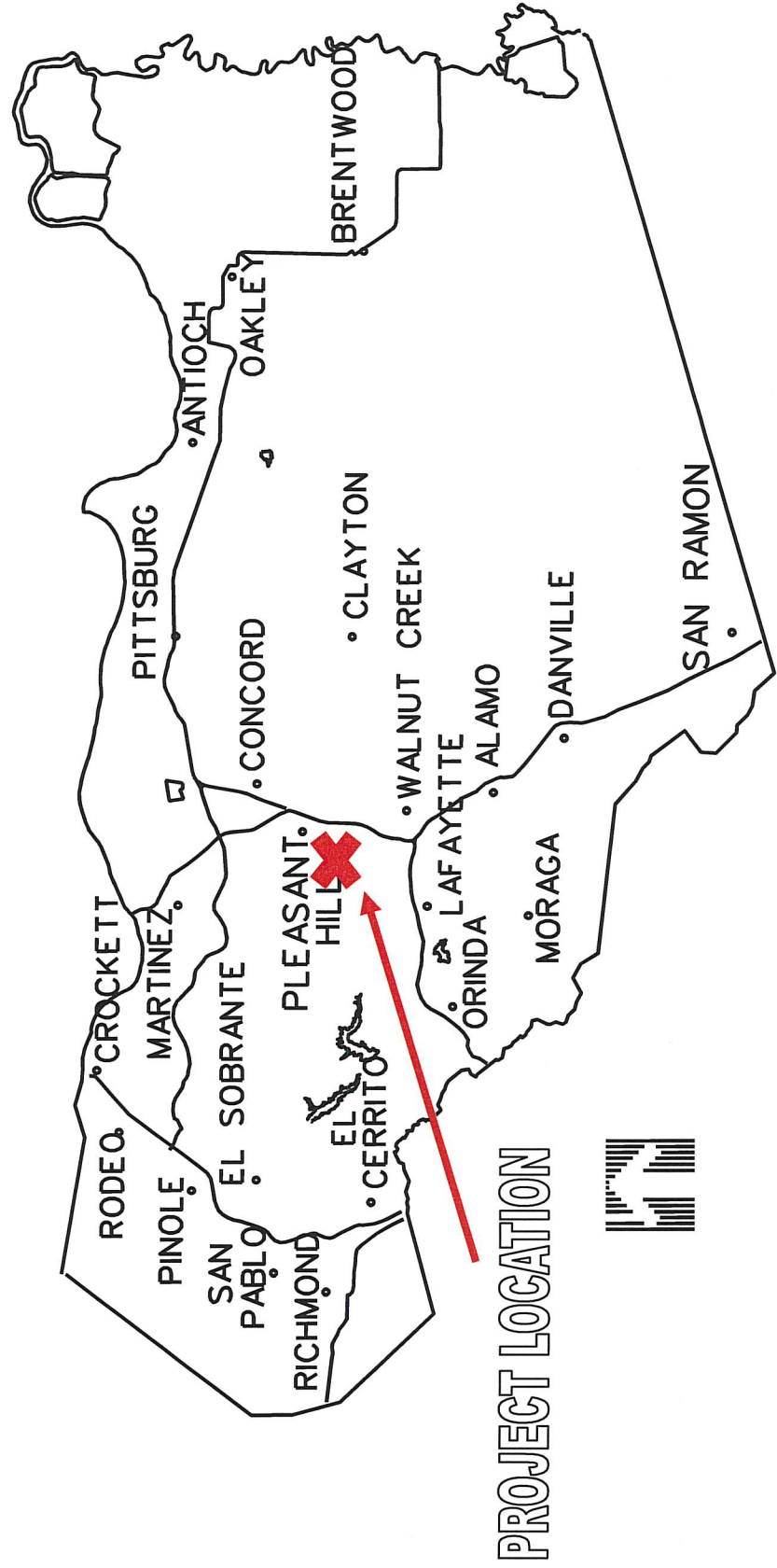


FIGURE 1: Regional Location Map

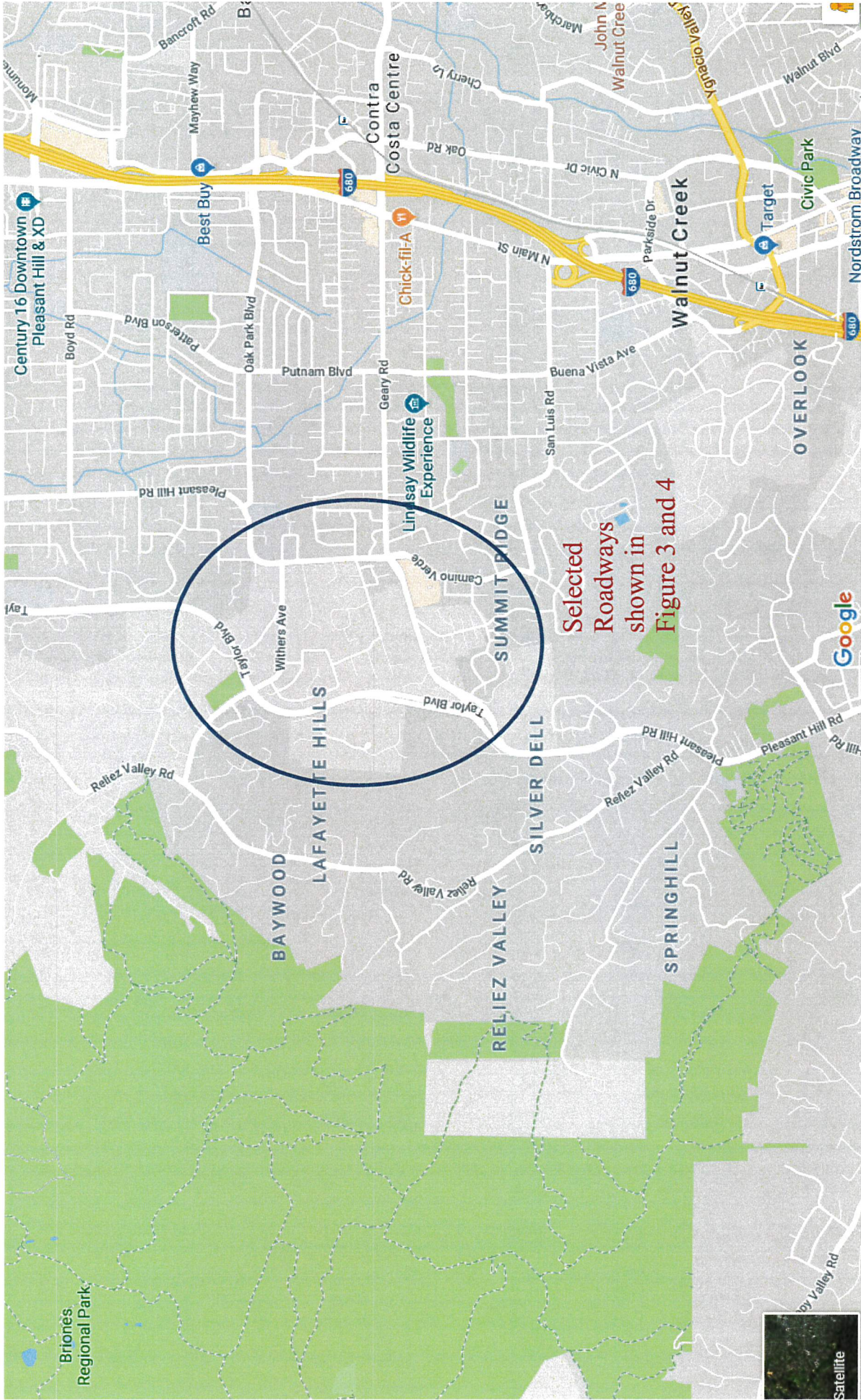
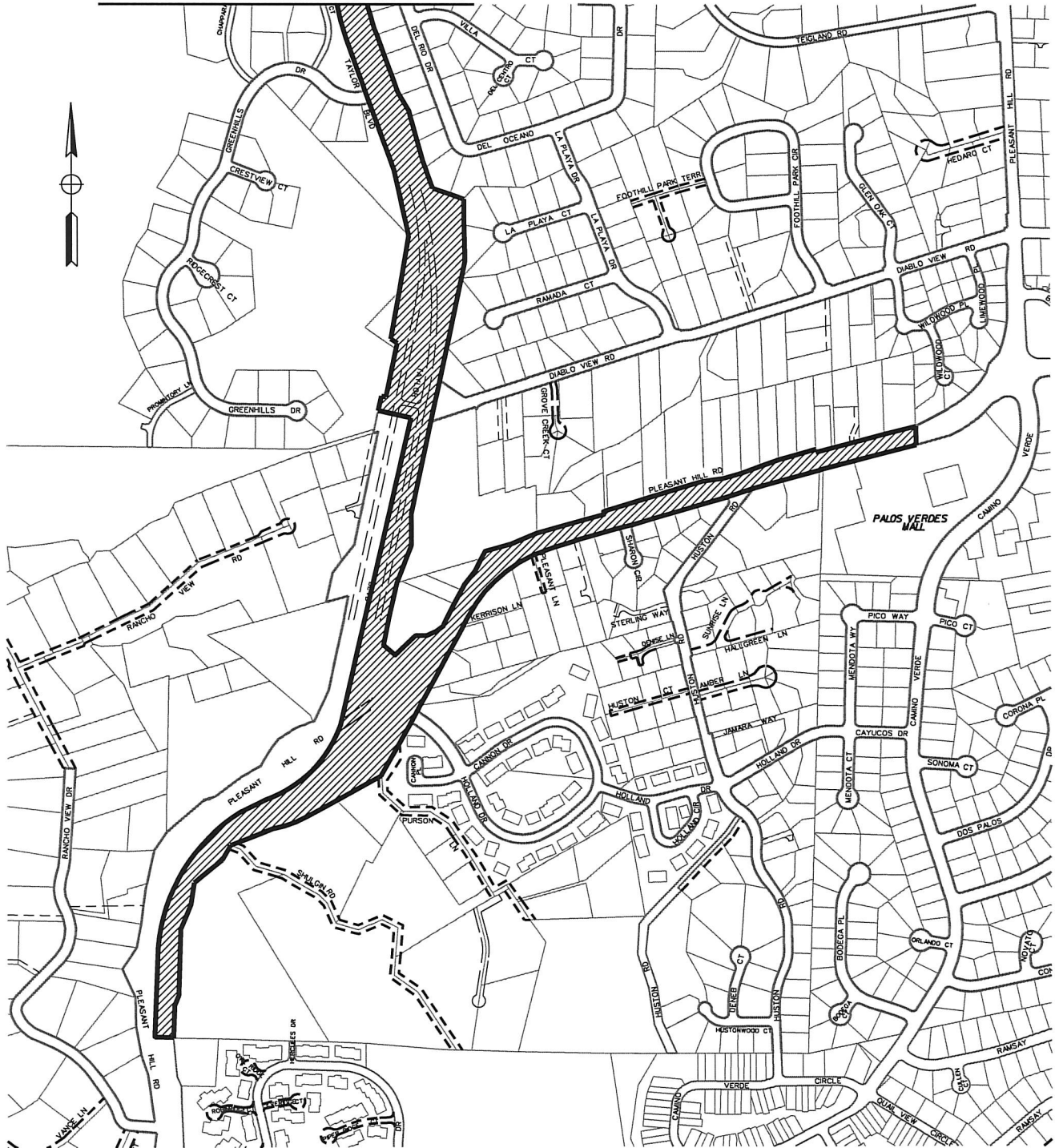


FIGURE 2: Project Vicinity Map- Unincorporated Pleasant Hill and Lafayette

# CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT 2019 MICROSURFACE SEAL PROJECT

MATCHLINE SEE SHEET 5



PROJECT SITE

PLAN SHEET 4 OF 5

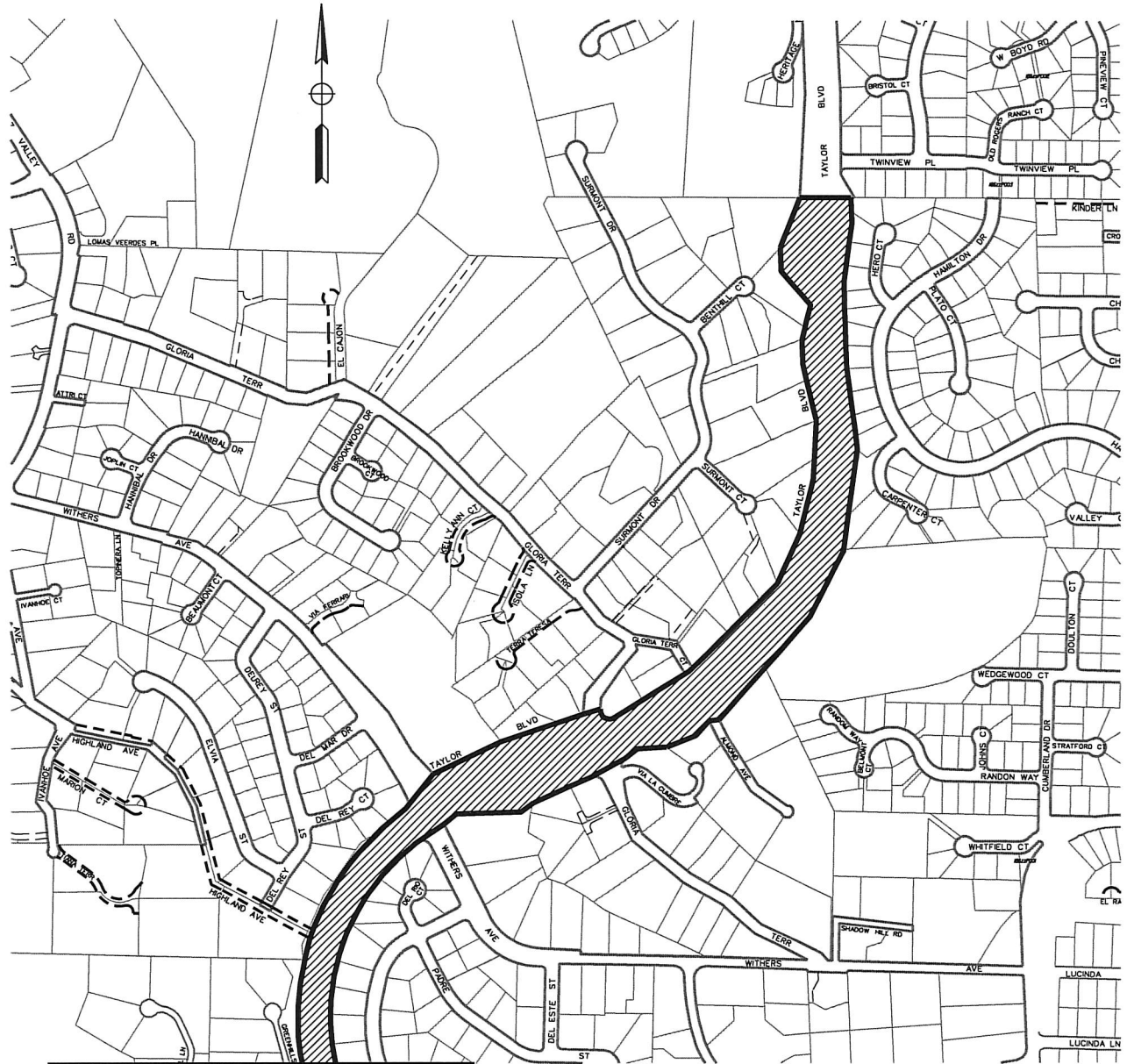
NOTE: STREETS OUTLINED IN BOLD ARE TO BE MICROSURFACED.

dc218319.004

File No. ????????????

FIGURE 3: Selected Roadways

# CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT 2019 MICROSURFACE SEAL PROJECT



MATCHLINE SEE SHEET 4

PROJECT SITE

PLAN SHEET 5 OF 5

dc218319.005

NOTE: STREETS OUTLINED IN BOLD ARE TO BE MICROSURFACED.

File No. ????????????

Figure 4: Selected Roadways

**2019 Surface Treatment Program  
Microsurface Seal - Various**

Street ID	Section ID	FC	Street Name	Beginning Location	Ending Location	Width (ft)	Length (ft)	Area (sy)	Last Treatment
1	3552A	A	Taylor Blvd north bound only - 3552A	Pleasant Hill Road - 3651A	125 ft S/private dwy west side	34	1925	7,272	2012 Microsurface
2	3552A	A	Taylor Boulevard - 3552A	125 ft S/private dwy west side	Greenhills Drive	68	1605	12,127	2012 Microsurface
3	3552A	A	Taylor Boulevard - 3552A	Greenhills Drive	Gloria Terrace	72	2456	19,648	2012 Microsurface
4	3552A	A	Taylor Boulevard - 3552A	Gloria Terrace	145 ft S of Twinview Drive	72	2,820	22,560	2012 Microsurface
5	3651A	A	Pleasant Hill Road	P.H. CL @ Palos Verdes mall	Huston Road 3667U	63	846	5,922	2012 Microsurface
6	3651A	A	Pleasant Hill Road	Huston Road 3667U	North side of Taylor Blvd overcrossing	36	2,126	8,504	2012 Microsurface
7	3651A	A	Pleasant Hill Road	Huston Road 3667U	Beginning of grooved pavement	35	2,216	8,618	2012 Microsurface
							Total area =	84,651	sy
								Estimated cost = \$5.00/sy =	\$423,253

Attachment 1

CALIFORNIA ENVIRONMENTAL QUALITY ACT  
**Notice of Exemption**

To:  Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: Contra Costa County  
Dept. of Conservation & Development  
30 Muir Road  
Martinez, CA 94553

County Clerk  
County of: Contra Costa

Project Title: 2019 Microsurface Seal Project  
Proj. No. 0672-6U2183 CP#19-03

Project Applicant: **Contra Costa County Public Works Department**

Project Location – **Specific:** Select roads in unincorporated areas of Lafayette and Pleasant Hill

Project Location: Unincorporated Lafayette and Pleasant Hill Project Location – County: Central Contra Costa

**Description of Nature, Purpose and Beneficiaries of Project:**

The purpose of this Project is to conduct preventative maintenance on selected roadways in unincorporated Contra Costa County.

The Project consists of applying a quick setting micro-surface pavement treatment to selected roadways to extend pavement life by weatherproofing and delaying oxidation, restoring surface texture, providing a skid-resistant wearing surface, and correcting minor surface profile irregularities.

The micro-surface treatment is an advanced type of slurry surfacing that has special emulsifiers for fast setting and high stiffness. The slurry is a mixture of polymer modified asphalt emulsion, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed, and spread on a paved surface. It creates a hard wearing surface for pavement preservation and rehabilitation.

Preparation of the roadway (prior to applying the surface seal) includes but is not limited to removal of pavement striping and markings, weed removal, cleaning and sweeping roadway surfaces, applying surface treatments on the selected roadways, thermoplastic striping, and site cleanup. The Project may include crack sealing, pavement grinding, and pavement and base failure repair.

The Project will maintain the existing drainage pattern and will not create new impervious areas. Appropriate Best Management Practices (BMPs) will be implemented to protect storm drain inlets. No tree removal will be necessary. Tree and shrubbery trimming may be necessary throughout the project area. In order to minimize damage to trees, any roots exposed during construction activities will be clean cut.

Residential streets will be closed for approximately half a day in order to apply road surface treatments and to provide sufficient time for it to adhere to the road surface. Residents will be notified prior to any construction activities. "No Parking" signs will be posted the day before actual road surface treatment application. Emergency vehicles will have access at all times. Utility adjustments or relocation may be necessary in support of the Project. Although unlikely, real property transactions including right-of-way may be necessary in support of the Project.

Name of Public Agency Approving Project: **Contra Costa County**

Name of Person or Agency Carrying Out Project: **Contra Costa County Public Works Department**

**Exempt Status:**

- Ministerial Project (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption: Class15301(c)
- Other Statutory Exemption, Code No.: \_\_\_\_\_
- General Rule of Applicability [Article 5, Section 15061 (b)(3)]

**Reasons why project is exempt:** The project consists of maintenance of existing street facilities involving no expansion of use beyond that previously existing, pursuant to Section 15301(c) of the CEQA guidelines.

Lead Agency Contact Person: Laura Cremin - Public Works Dept. Area Code/Telephone/Extension: (925) 313-2015

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency  Signed by Applicant

**AFFIDAVIT OF FILING AND POSTING**

I declare that on \_\_\_\_\_ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Applicant:**  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Laura Cremin  
Environmental Services Division  
Phone: (925) 313-2015

**Department of Fish and Game Fees Due**  
 EIR - \$3,271.<sup>00</sup>  
 Neg. Dec. - \$2,354.<sup>75</sup>  
 DeMinimis Findings - \$0  
 **County Clerk - \$50**  
 **Conservation & Development - \$25**

**Total Due: \$** \_\_\_\_\_  
Total Paid \$ \_\_\_\_\_  
Receipt #: \_\_\_\_\_



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: Advertise the 2019 On-Call Trucking Services Contracts for Aggregate Stockpiling and Transportation

---

**RECOMMENDATION(S):**

AUTHORIZE the Public Works Director, or designee, to advertise for 2019 On-Call Trucking Services Contracts for Aggregate Stockpiling and Transportation, Contract No. 0672-6U2181, for the stockpiling and transportation of chip seal aggregate that will be used for the Public Works Department’s chip seal program, Countywide.

**FISCAL IMPACT:**

100% Local Road Funds

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Caroline Tom (925)  
313-7007

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



**BACKGROUND:**

The Public Works Department will use the 2019 On-Call Trucking Services Contracts for Aggregate Stockpiling and Transportation to provide trucking services for the transportation of chip seal aggregate from the quarry to various stockpile locations throughout Contra Costa County, and also for the transportation of the chip seal aggregate from the stockpile locations to various roads within Contra Costa County. The aggregate will be used by Public Works Maintenance crews for routine pavement surface treatment activities on various roads within Contra Costa County.

The Public Works Department intends to award one contract up to \$900,000 with a term of one year, with the option of two (2) one-year extensions. The contract will be used as needed with no minimum amount that has to be spent.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Public Works Department may be unable to complete the chip seal program.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: Notice of Completion of Construction Contract for the Rio Vista Elementary Pedestrian Connection Project, Bay Point area

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/95 accepting as complete the contracted work performed by Hess Concrete Construction Co., Inc., for the Rio Vista Elementary Pedestrian Connection Project, as recommended by the Public Works Director, Bay Point area. County Project No. 0662-6R4141 (District V)

**FISCAL IMPACT:**

Project was funded by 76% Active Transportation Program – Safe Routes to School Funds and 24% Local Road Funds.

**BACKGROUND:**

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of March 1, 2019.

**CONSEQUENCE OF NEGATIVE ACTION:**

The contractor will not be paid and acceptance notification will not be recorded.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Kevin Emigh,  
925-313-2233

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.  
2019/95

Recorded at the request of: Clerk of the Board

Return To: Public Works Department, Design/Construction Division

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA  
and for Special Districts, Agencies and Authorities Governed by the Board**

**Adopted this Resolution on 03/26/2019 by the following vote:**

<b>AYE:</b>	<input type="checkbox"/>
<b>NO:</b>	<input type="checkbox"/>
<b>ABSENT:</b>	<input type="checkbox"/>
<b>ABSTAIN:</b>	<input type="checkbox"/>
<b>RECUSE:</b>	<input type="checkbox"/>

Resolution No. 2019/95

In the Matter of Accepting and Giving Notice of Completion of Contract for the Rio Vista Elementary Pedestrian Connection Project, Bay Point area. County Project No. 0662-6R4141 (District V)

WHEREAS the Board of Supervisors RESOLVES that on May 22, 2018, the County contracted with Hess Concrete Construction Co., Inc. for the work generally consisting of 525 feet of pedestrian and bicycle improvements: 5 foot wide pervious concrete sidewalk, curb, gutter, driveways, driveway conforms, storm drain improvements, pavement repair, pavement widening, embankment construction, rock slope protection, 5 foot wide bike lane, flashing LED signs and a speed feedback sign in the Bay Point area, with Travelers Casualty and Surety Company of America as surety, for work performed on the grounds of the County; and

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of March 1, 2019.

NOW THEREFORE, BE IT RESOLVED said work is ACCEPTED as complete on said date, and the Clerk shall file with the County Recorder a copy of this resolution and Notice as a Notice of Completion for said contract.

Contact: Kevin Emigh, 925-313-2233

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: **March 26, 2019**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: Approve & Authorize to partially close a segment of Parker Ave., between San Pablo Ave. & 6th St., on April 13, 2019, Rodeo area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/93 approving and authorizing the Public Works Director, or designee, to fully close a segment of Parker Avenue, between San Pablo Avenue and 6th Street, on April 13, 2019 from 9:00 AM through 9:20 AM, for the purpose of Rodeo Baseball Association Opening Day Parade, Rodeo area. (District V)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Applicant shall follow guidelines set forth by the Public Works Department.

**CONSEQUENCE OF NEGATIVE ACTION:**

Applicant will be unable to close the road for planned activities.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Bob Hendry (925)  
674-7744

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Bob Hendry -Engineering Services, Jocelyn LaRocque- Engineering Services, CHP, Sheriff - Patrol Division Commander

ATTACHMENTS

Resolution No.

2019/93

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 03/26/2019 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2019/93**

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to fully close a segment of Parker Avenue, between San Pablo Avenue and 6th Street, on April 13, 2019 from 9:00 AM through 9:20 AM, for the purpose of Rodeo Baseball Association Opening Day Parade, Rodeo area. (District V)

RC19-3

NOW, THEREFORE, BE IT RESOLVED IT IS BY THE BOARD RESOLVED that permission is granted to Rodeo Baseball Association to fully close a segment of Parker Avenue, between San Pablo Avenue and 6th St., except for emergency traffic, on April 13, 2019 for the period of 9:00 AM through 9:20 AM, subject to the following conditions:

1. Traffic will be detoured via neighboring streets per traffic control plan reviewed by Public Works.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Rodeo Baseball Association shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: March 26, 2019**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

**Contact: Bob Hendry (925) 674-7744**

By: , Deputy

**cc:** Bob Hendry -Engineering Services, Jocelyn LaRocque- Engineering Services, CHP, Sheriff - Patrol Division Commander



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: ADOPT Resolution of Initiation ordering the preparation of an Engineer's Report for Countywide Landscaping District AD 1979-3 for Fiscal Year 2019-20.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/84 of Initiation ordering the preparation of an Engineer's Report and related proceedings for the levy and collection of the Fiscal Year 2019-20 assessments for Countywide Landscaping District AD 1979-3 (LL-2), as recommended by the Public Works Director, Countywide. (All Districts)

**FISCAL IMPACT:**

100% Countywide Landscaping District AD 1979-3 (LL-2) funds.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Victoria Skerritt -  
925-313-2272

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Laura Strobel, County Administrator, CAO, Robert Campbell, Auditor Controller, Sharon Anderson, County Counsel, Gus Kramer, County Assessor, Brian Brown, Francisco & Associates, Inc., Wanda Quever, Finance, Victoria Skerritt, Special Districts, Rochelle Johnson - Special Districts, Victoria Skerritt, Special Districts



## BACKGROUND:

The existing Countywide Landscaping District contains thirty (30) benefit zones comprised of frontage and median landscaping, pedestrian bridges, parks and recreational facilities installed by developers as a condition of their development. The annual assessments associated with the Countywide Landscaping District 1979-3 (LL-2) fund the operation, maintenance, and capital replacement of the facilities within the various benefit zones.

The Landscaping and Lighting Act of 1972 requires that an annual Engineer's Report be prepared each fiscal year to identify any changes in the improvements and to set the ensuing assessment rates.

The Fiscal Year 2019-20 assessments will be calculated by considering all anticipated expenditures for operation, maintenance, utilities, administration, and capital replacement costs of such facilities. If excess revenue from a benefit zone is available from the previous fiscal year, it will be credited against the proposed expenses for that benefit zone. The assessment rates may or may not change from fiscal year to fiscal year, dependent upon projected costs to maintain the facilities within each benefit zone. However, the assessment rates cannot exceed the maximum amount set when the benefit zone was originally formed, plus an annual cost of living adjustment, if a Consumer Price Index (CPI) adjustment was established when the benefit zone was originally formed.

In accordance with the Landscape and Lighting Act of 1972, the assessment amounts proposed to be levied for the Fiscal Year 2019-20 tax year, will be shown in the Preliminary and Final Engineer's Reports, which will be filed with the Board of Supervisors in May and June 2019, respectively. The June 2019 Board meeting will be a noticed public hearing to confirm the Fiscal Year 2019-20 assessment rates.

## CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors' approval there would be no initiation of the process to prepare the Engineer's Report and to assess levies for the Countywide Landscape District AD 1979-3 (LL-2) for Fiscal Year 2019-20, and thus funds would not be available to maintain the landscaping and other improvements in the benefit zones throughout the County.

## ATTACHMENTS

Resolution No. 2019/84

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 03/26/2019 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2019/84**

IN THE MATTER OF Resolution No. 2019/84 of Initiation ordering the preparation of an Engineer's Report for Countywide Landscaping District AD 1979-3 (LL-2) and related proceedings for levy and collection of assessments for Fiscal Year 2019-20, as recommended by the Public Works Director, Countywide. (Countywide Landscaping District AD 1979-3 (LL-2),

WHEREAS the Board of Supervisors of Contra Costa County FINDS THAT:

1. Section 22622 of the California Streets and Highways Code requires the Board of Supervisors to adopt a Resolution of Initiation generally describing any proposed new improvements or substantial changes in existing improvements to be included in the determination of the annual assessments levied for any assessment district created under the Landscaping and Lighting Act of 1972, and
2. Section 22622 of the California Streets and Highways Code further requires that the Board of Supervisors order the preparation of an Engineer's Report prior to initiating the proceedings to set the annual levy of assessments for any such district. The Engineer's Report shall contain 1) plans and specifications for the improvements, 2) estimate of the costs for the improvements, 3) diagrams of each assessment district and any associated zones, and 4) description of the method used to spread the costs of improvements to the benefiting parcels.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors ORDERS as follows:

1. The improvements to be made in the assessment district are generally described as the operation, maintenance and servicing of frontage and median landscaping, pedestrian bridges, parks and recreational facilities within street rights of way and other public areas. Furthermore, in Fiscal Year 2019/20, there are no new public improvements or any substantial changes in existing improvements to be maintained; and
2. The Engineer of Work for the Contra Costa County Countywide Landscaping District 1979-3 (LL2) is hereby directed to file an Engineer's Report in accordance with the provisions of the Landscaping and Lighting Act of 1972.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Victoria Skerritt - 925-313-2272**

**ATTESTED: March 26, 2019**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:** Laura Strobel, County Administrator, CAO, Robert Campbell, Auditor Controller, Sharon Anderson, County Counsel, Gus Kramer, County Assessor, Brian Brown, Francisco & Associates, Inc., Wanda Quever, Finance, Victoria Skerritt, Special Districts, Rochelle Johnson - Special Districts, Victoria Skerritt, Special Districts



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: March 26, 2019

Subject: APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a hangar rental agreement with Buchanan Field Airport Hangar tenant

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Matt Giudice for a T-hangar at Buchanan Field Airport effective April 1, 2019 in the monthly amount of \$350.00, Pacheco area (District IV).

**FISCAL IMPACT:**

The Airport Enterprise Fund will realize \$4,200.00 annually.

**BACKGROUND:**

On September 1, 1970, Buchanan Airport Hangar Company entered into a 30-year lease with Contra Costa County for the construction of seventy-five (75) hangars and eighteen (18) aircraft shelters/shade hangars at Buchanan Field Airport. In 1977 Buchanan Airport Hangar Company amended their lease to allow for the construction of another 30-year lease with Contra Costa County for the construction of seventeen (17) additional hangars. Buchanan Airport Hangar Company was responsible for the maintenance and property management of the property during the lease period.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Beth Lee, (925)  
681-4200

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

On September 1, 2000, the ninety-three (93) t- and shade hangars at Buchanan Field reverted to the County ownership pursuant to the terms of the above lease.

On November 14, 2006, the Contra Costa County Board of Supervisors approved the form of the T-Hangar and Shade Hangar Rental Agreement for use with renting the County's t-hangars, shade hangars, medium hangars, and executive hangars at Buchanan Field Airport.

On February 16, 2007, the additional seventeen (17) hangars at Buchanan Field reverted back to the County pursuant to the above referenced lease. This row included six (6) large hangars which were not covered by the approved T-Hangar and Shade Hangar Rental Agreement.

On February 23, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Rental Agreement for use with the large East Ramp Hangars.

On January 16, 2009, Contra Costa County Board of Supervisors approved an amendment to the T-Hangar and Shade Hangar Rental Agreement and the Large Hangar Rental Agreement (combined "Hangar Rental Agreements") which removed the Aircraft Physical Damage Insurance requirement. The Hangar Rental Agreements are the current forms in use for rental of all the County hangars at Buchanan Field Airport.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

ATTACHMENTS

Hangar Rental Agreement

## CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

### T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** April 1, 2019 ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("Airport"), Matt Giudice ("Renter"), hereby mutually agree and promise as follows:
  
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
  
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
  
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # C-6 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar.**"  
  
Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.
  
5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing **April 1, 2019**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

A. **Monthly Rent and Additional Rent.** Renter shall pay \$ **350.00** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 26, 2019

Subject: Claim for Refund for Veterans Exemption

---

**RECOMMENDATION(S):**

1. GRANT eighty-five percent (85%) of the portion of the claim for refund filed by Alice M. Baxter that relates to the payment of the second installment of 2010 property taxes;
2. DENY remainder of the claim for refund filed by Alice M. Baxter; and
3. AUTHORIZE and DIRECT the Auditor-Controller to refund monies paid for property taxes for 2010 in the approximate amount of \$555.66, plus interest at the statutory rate if applicable.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Tni Jackson, Assessor's Office  
(925) 313-7475

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Robert Campbell, Auditor-Controller, Laura Strobel, County Administrator's Office, Kathleen Kizer, County Counsel

RECOMMENDATION(S): (CONTD)

FISCAL IMPACT:

The cost of ad valorem property tax refunds is shared among the County's jurisdictions pursuant to a statutory formula. The County's portion of the refund in the amount of approximately \$80 will be paid from the County General Fund.

BACKGROUND:

On October 5, 2018, the Assessor's Office received a claim for exemption of property taxes relating to a residential property located at 125 Picasso Drive, Oakley, California, APN 037-510-031-0 (the "Property"). The claimant, Alice M. Baxter, sought exemption of the Property from ad valorem property taxes for each tax year from 2007 through 2018 based on Ms. Baxter's entitlement to the exemption as the unmarried surviving spouse of a deceased disabled veteran. [Cal. Const., art. XIII, sec. 3(o); see also Rev. & Tax. Code, §§ 205, 205.5.]

Based on the exemption claim and the information provided, the Assessor's Office granted the claim for tax years 2011 through 2018, which resulted in a refund for these years. [Rev. & Tax. Code, § 4831.1.] However, the Assessor's Office was unable to apply the exemption for tax year 2010 because the law does not permit the Assessor's Office to make corrections to the roll that relate to the disabled veteran's exemption more than eight years after the date of the assessment being corrected. [Rev. & Tax. Code, § 4831.1.]

On January 28, 2019, the claimant submitted a claim for a refund for tax year 2010 with the Board of Supervisors. An eight-year statute of limitations for claims for refunds runs from the date that the claimant paid the taxes that are sought to be refunded. Here, the claimant paid the property taxes for tax year 2010 in two installments. Because the first installment of 2010 property taxes was paid more than 8 years before the claim was made on January 28, 2019, the claim as it relates to that payment is untimely. [Rev. & Tax. Code, §§ 276, 5097(a)(4).] However, the claimant paid the second installment of 2010 property taxes less than 8 years before making her refund claim on January 28, 2019. For this reason, the Board of Supervisors may order a refund of the second installment of property taxes for tax year 2010.

Property tax refunds ordered by the Board are paid by the Auditor-Controller. [Rev. & Tax. Code, § 5101.] The refunded amount will accrue interest until paid. [Rev. & Tax. Code, § 5151.] Claimant is only eligible for an 85 percent refund of the second installment of 2010 property taxes because the claim for exemption was not timely filed. [Rev. & Tax. Code, § 276, subd. (a)(2).]

The claim was also processed as a claim under the Government Claims Act. On February 4, 2019, the claim was denied as untimely under that Act.

CONSEQUENCE OF NEGATIVE ACTION:



Failure to take the recommended action may prevent the claimant from realizing savings due to her entitlement to a partial property tax refund 2010 and might increase the County's exposure to litigation.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 26, 2019

Subject: Claims

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**RECOMMENDATION(S):**

DENY claims filed by California Casualty, Joe Gomes (3), Kiara Harris, State Farm, a subrogee of Delores Leon, Ali Taghvai, and USAA Casualty Insurance Company, a subrogee of Henry Guerin. DENY amended claim filed by Jennifer Vanvilay (2).

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

California Casualty: Property claim for damage to insured's vehicle arising out of motor vehicle accident with County employee in the amount of \$1,539.78

Joe Gomes: Property claim for lost personal property in the amount of \$100.

Joe Gomes: Personal injury claim for fall while in custody in excess of \$25,000.

Joe Gomes: Property claim for lost personal property in an undisclosed amount.

Kiara Harris: Personal injury claim for damages resulting from automobile accident allegedly involving a County roadway in the amount of \$20,000,000.

State Farm a subrogee of Delores Leon: Property claim for damage to insured's vehicle from motor vehicle accident involving a County employee in the amount

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Scott Selby  
925.335.1400

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of \$3,920.68.

Ali Taghvai: Property claim for lost personal property at CCRMC in the amount of \$850.

USAA Casualty Insurance Company, a subrogee of Henry Guerin: Property claim for damage to insured's vehicle from motor vehicle accident involving a County employee in the amount of \$1,559.08 Jennifer

Vanvilay: Amended personal injury claim for damages arising out of an automobile accident in an amount to be determine.



Contra  
Costa  
County

To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: March 26, 2019

Subject: RECOGNIZING NATIONAL LIBRARY WEEK

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/65, recognizing April 7-13, 2019 as National Library Week.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

National Library Week will be observed April 7-13, 2019 with the theme, "Libraries = Strong Communities." First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association and libraries across the country each April. All types of libraries - school, public, academic and special - participate. National Library Week is a time to celebrate the contributions of our nation's libraries and librarians and to promote library use and support.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Walt Beveridge  
925-608-7730

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution

2019/65

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 03/26/2019 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2019/65**

**In the Matter of Recognizing National Library Week, April 7 - 13, 2019:**

WHEREAS, today's libraries are not just about books but what they do for and with people; and  
WHEREAS, libraries of all types are at the heart of cities, towns, schools and campuses; and  
WHEREAS, libraries have long served as trusted and treasured institutions where people of all backgrounds can be together and connect; and  
WHEREAS, libraries and librarians build strong communities through transformative services, programs and expertise; and  
WHEREAS, libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy; and  
WHEREAS, libraries promote civic engagement by keeping people informed and aware of community events and issues; and  
WHEREAS, librarians and library workers partner with other civic organizations to make sure their community's needs are being met; and  
WHEREAS, libraries and librarians empower their communities to make informed decisions by providing free access to information; and  
WHEREAS, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational resources that transform lives and strengthen communities; and  
WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week;  
NOW THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors proclaims April 7-13, 2019 as National Library Week and encourages all residents to visit the library this week to take advantage of the wonderful library resources available, explore what's new, and engage with your librarian. Because of you, Libraries Transform.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: March 26, 2019**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

**Contact: Walt Beveridge 925-608-7730**

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: March 26, 2019

Subject: Youth Hall of Fame Awards 2019

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/73 recognizing the 2019 Youth Hall of Fame Honorees of the 26th Annual Cesar E. Chavez Commemorative Celebration, as recommended by the Cesar Chavez Committee.

**FISCAL IMPACT:**

No fiscal impact.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: W. Beveridge  
925-608-7730

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution

2019/73



*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2019/73**

**Honoring the 2019 Youth Hall of Fame Honorees at the 26th Annual Cesar E. Chavez Commemorative Celebration**

WHEREAS, in 1994, the Board of Supervisors of Contra Costa County, California established the Youth Hall of Fame to recognize students and adults who make valuable contributions to our communities; and  
WHEREAS, several nominations were received and reviewed by the Cesar Chavez Commemorative Celebration Committee;  
NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors does hereby recognize, honor, and congratulate the following individuals as the winners of the 2019 Youth Hall of Fame Awards:

*Rita Benitez*

Age 17, 12th Grade, Richmond High School for Good Samaritan: Goes out of their way to do for others without seeking recognition.

*Ellora Easton*

Age 18, 12th Grade, Northgate High School for Volunteerism: Lends a helping hand for the good of the community; Gives their time and energy to a worthy cause or organization.

*Marlen Muñoz*

Age 17, 12th Grade, Richmond High for Team Work: Works unselfishly for the good of a team.

*Christiana Aranda*

Age 17, 12th Grade, Pittsburg High School for Leadership and Civic Engagement: A natural leader who inspires others and works to make a difference in their school and community.

*Raven Richardson*

Age 17, 12th Grade, Pinole Valley High School for Perseverance: Has worked hard to overcome obstacles to achieve success.

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**JOHN GIOIA**

Chair, District I Supervisor

---

**CANDACE ANDERSEN**

District II Supervisor

---

**DIANE BURGIS**

District III Supervisor

---

**KAREN MITCHOFF**

District IV Supervisor

---

**FEDERAL D. GLOVER**

District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 26, 2019

Subject: Recognizing Nancy Zandonella on the occasion of her retirement from Contra Costa County

---

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Laura Strobel (925)  
335-1091

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2019/101

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2019/101**

**Recognizing Nancy Zandonella on the occasion of her retirement from Contra Costa County.**

**WHEREAS**, Nancy Zandonella began her career with Contra Costa County as a Clerk-Experienced Level supporting the Personnel Department in June of 1986; and

**WHEREAS**, Nancy served her entire tenure in the Human Resources (formerly Personnel) Department and, over the course of three decades, advanced to positions of increasing responsibility including:

- Clerk - Senior Level from December 1988 to October 1997
- Human Resources Technician, Analyst I, II, III from November 1997 to September 2007
- Senior Human Resources Consultant from October 2007 to December 2013
- Human Resources Project Manager from January 2014 to March 2019

**WHEREAS**, Nancy was responsible for fostering the County wellness program and operating the Contra Costa County Club for ten (10) years from 1990 to 2000; and

**WHEREAS**, Nancy served as devoted staff to the Merit Board for twenty (20) years from 1998 to 2018, supporting the Merit Board with its purpose of hearing and making determinations on appeals of employees, and overseeing the County's merit system to ensure that merit principles are upheld; and

**WHEREAS**, Nancy represented the Human Resources Department and contributed countless hours to the success of several County-wide committees and celebrations, including Dr. Martin Luther King, Jr. Celebration, County's Care Holiday Food Fight, and Combined Charities Campaign; and

**WHEREAS**, Nancy served as the dedicated staff resource to the Board of Supervisors, assisting Board members and staff with all their human resources needs; and

**WHEREAS**, Nancy, has been responsible for numerous projects, directing and monitoring department-wide budget activities, contract administration, payroll, executive recruitments, safety, facilitating data processing services, and managing and staffing the Administrative Services Unit; and

**WHEREAS**, Nancy was personally recognized and received numerous accolades and acknowledgements from County departments for her knowledge, quick response and problem solving skills. Nancy has always been dependable, conscientious, trustworthy, and ready to serve ; and

**NOW, THEREFORE, BE IT RESOLVED** that Nancy Zandonella be recognized for the 33 years of dedicated service to Contra Costa County and her valuable contributions during her career.

\_\_\_\_\_  
**JOHN GIOIA**

Chair, District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**

District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**

District III Supervisor

\_\_\_\_\_  
**KAREN MITCHOFF**

District IV Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**

District V Supervisor

I hereby certify that this is a true and correct copy of an  
action taken  
and entered on the minutes of the Board of Supervisors on  
the date  
shown.

ATTESTED: March 26, 2019

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 26, 2019

Subject: Recognizing Sharon Hymes-Offord on the occasion of her retirement

---

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Sonia Bustamante  
510.231.8686

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2019/104



*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2019/104**

Recognizing Sharon Hymes-Offord on the occasion of her retirement from Contra Costa County.

WHEREAS, Sharon Hymes-Offord was hired on December 1, 1998 as a Liability Claims Adjuster; and  
WHEREAS, Sharon was promoted to Assistant Risk Manager on December 4, 2001; and  
WHEREAS, Sharon was promoted to Risk Manager on May 28, 2010; and  
WHEREAS, Sharon' effective management and resolution of claims saved the County millions of dollars; and  
WHEREAS, she identified the need and effected the purchase of Cyber-Insurance for the County; and  
WHEREAS, established the need for front-line management and supervisory training for Contra Costa County employees and assisted with the development of curriculum for the classes; and  
WHEREAS, was a leader in the Government Alliance on Racial Equity (GARE), a national network of government working ot achieve racial equity and advance opportunities for all; and  
WHEREAS, Sharon oversaw initial implementation of Desktop Alert; and  
WHEREAS, she was leader for the annual Martin Luther King, Jr. event for three years running; and  
WHEREAS, she, in partnership with Auditor-Controller, developed a Contract Clearance Process; and  
WHEREAS, Sharon implemented e-learning platform of Target Solutions in concert with California State Association of Counties Excess Insurance Authority for Contra Costa County employees; and  
WHEREAS, she recognized and led the efforts to roll out implicit bias and microaggression training as well as the importance of diversity and inclusion in the workforce; and  
WHEREAS, Sharon heightened awareness of Loss Prevention and Americans with Disability Act related laws; and  
WHEREAS, she reinstated the Training Unit within Risk Management to educate Contra Costa County Employees; and  
WHEREAS, Sharon was a catalyst for change and innovation in Contra Costa County.  
NOW, THEREFORE BE IT RESOLVED, that we recognize Sharon Hymes-Offord for all her efforts and dedication to Contra Costa County on the occasion of her retirement.

\_\_\_\_\_  
**JOHN GIOIA**

Chair, District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**

District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**

District III Supervisor

\_\_\_\_\_  
**KAREN MITCHOFF**  
District IV Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**  
District V Supervisor

I hereby certify that this is a true and correct copy of an  
action taken  
and entered on the minutes of the Board of Supervisors on  
the date  
shown.

ATTESTED: March 26, 2019

David J. Twa,

By: \_\_\_\_\_, Deputy



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Dianne Dinsmore, Human Resources Director  
Date: March 26, 2019

Subject: ADOPT Ordinance No. 2019-05 to exclude from the Merit System the classification of DA Assistant Chief of Inspectors-Exempt

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**RECOMMENDATION(S):**

ADOPT Ordinance No. 2019-05 amending the County Ordinance Code to exclude from the Merit System the classification of District Attorney Assistant Chief of Inspectors-Exempt (6KD2) in the Office of the District Attorney.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The District Attorney recognizes the need for a senior law enforcement manager to assist on many of the office's most sensitive investigations, and to develop a county-wide strategy to address violent crime. The District Attorney suggests expanding the current Director position's duties to address this need. The new duties will include assisting the District Attorney and the office on the management and oversight of investigations into Officer Involved Shootings and deaths involving law enforcement, wiretaps on homicides and other serious felonies, and assistance to the county's FBI Safe Streets Task Force. The duties of the position will include the provision of assistance and the coordination of resources

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Dianne Dinsemore (925) 335-1766

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Paul Mulligan

BACKGROUND: (CONT'D)

to local law enforcement agencies on "Cold Case" investigations; the management of the county's Sexual Assault Kit Grant and coordination of DNA "Hits"; the management of the three lieutenants within the office, and to fill in for them during their absences; and to act as the Chief of Inspectors during his/her absence; the position will also be responsible for the development, coordination, and implementation of the policies of the District Attorney's Office on recordings captured by local law enforcement's Body and Police Car Cameras, and to act as a liaison for the District Attorney and her office within the community and within law enforcement.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to create the new position will result in a void in the ability of the District Attorney's Office to develop a county-wide strategy to address violent crime, particularly homicides and sexual assaults in Contra Costa County. Also, if this action is not approved this would result in the loss of management oversight of several essential functions of the Investigative Unit.

ATTACHMENTS

Ordinance Code 2019-05

**ORDINANCE NO. 2019-05**

**(Exclude from the Merit System the new classification of District Attorney Assistant Chief of Inspectors-Exempt)**

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

**SECTION I:** Section 33-5.311 of the County Ordinance Code is amended to exclude from the merit system the new classification of District Attorney Assistant Chief of Inspectors-Exempt:

**33-5.311 - District attorney and sheriff.**

- a) Investigators, detectives, and others, paid from the special funds furnished to the district attorney and sheriff under Government Code Sections 29400 ff. and 29430 ff., are excluded.
- (b) In the district attorney's office, the district attorney program assistant-exempt class, senior deputy district attorneys-exempt, district attorney chief of inspectors-exempt, special counsel, special detectives, chief assistant district attorney-exempt, assistant district attorney-exempt, and district attorney assistant chief of inspectors-exempt are excluded and are appointed by the district attorney.
- (c) In the sheriff's department, the undersheriff and three commanders are excluded and are appointed by the sheriff-coroner.
- (d) The secretary to the undersheriff is excluded and is appointed by the sheriff-coroner.
- (e) The sheriff's executive assistant is excluded and is appointed by the sheriff-coroner.
- (f) In the sheriff's department, the class of chief of police-contract agency-exempt is excluded and is appointed by the sheriff-coroner.

(Ord. Nos. 2019-05 §1, 03-26-19; 2010-07 § 1, 5-18-10; 2004-6 § 1; 99-19; 96-3 § 1; 95-34 § 1; 87-16; 85-55 § 2; 85-29 § 2; 81-70 § 2; 81-32 § I[4]; 81-29; 80-70; 74-72 § 2; 73-9 § 9; former §§ 32-2.610, .602 (5, 6); prior code § 2413 (e, t); Ords. 7047, 1032, 939, 325 § 4)

**SECTION II: EFFECTIVE DATE.** This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of the supervisors voting for and against it in the \_\_\_\_\_, a newspaper published in this County.

PASSED ON \_\_\_\_\_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID J. TWA, Clerk of the  
Board of Supervisors and County Administrator

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_ Board Chair

[SEAL]



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 26, 2019

Subject: Resolution of Intention to Form Zone 1516 of County Service Area P-6 in the Unincorporated Area of Walnut Creek.  
(District II)

---

**RECOMMENDATION(S):**

1. ADOPT Resolution No. 2019/76, initiating proceedings for the formation of a new zone, Zone 1516, within County Service Area P-6, in the unincorporated area of Walnut Creek.
2. FIX a public hearing for May 7, 2019, at 9:30 a.m., on the formation of Zone 1516 within County Service Area P-6.
3. FIX a public hearing for May 7, 2019, at 9:30 a.m., to consider the adoption of Ordinance 2019-07, which would authorize the levy of a special tax to augment funding for police protection services in proposed Zone 1516, and to authorize submission of the ordinance to the voters for approval at the July 9, 2019, election.

**FISCAL IMPACT:**

The cost of establishing the proposed Police Services Special Tax District is paid for by the developer of the subdivision.

- 
- APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Jennifer Cruz, (925) 674-7790

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## BACKGROUND:

Per the conditions of approval for Subdivision 9432 (County File #SD16-9432), the developer of the property located at 2424 Olympic Blvd. in the unincorporated area of Walnut Creek is required to establish a Special Police Services Tax District for the 5-lot subdivision prior to recording the final map for the subdivision. The proposed special tax district would fund an increase in the level of police protection services that is provided in the unincorporated area of Walnut Creek.

Adoption of a resolution of intent to form a new tax district (Resolution No. 2019/76) is required by Government Code Section 25217, subdivision (b), as the first step in forming the proposed zone, which will serve as the vehicle to collect special taxes within the proposed zone if the tax measure is approved by the voters at a July 9, 2019, ballot. The resolution includes information regarding the name and boundaries of the zone, the different level of services to be provided, and the method by which the increased level of service is to be funded. The resolution also directs the Clerk of the Board to publish and mail notice of a public hearing regarding the proposed zone formation. It is recommended that the Board set this hearing for 9:30 a.m. on May 7, 2019.

If at the conclusion of that public hearing the Board determines that more than 50% of the total number of voters residing within the proposed zone have filed written objections to the formation, Government Code Section 25217.1, subdivision (b)(1), would require the Board to determine that a majority protest exists and to terminate the proceedings. The proposed police service district currently consists of a single 0.96-acre property owned by Silicon Valley Home Builders, who per the conditions of approval for the subdivision is required to establish the police service district prior to recording the final map.

If there is no majority protest and the Board elects to proceed with the formation of the zone, a second public hearing would be required to consider the approval of Ordinance No. 2019-07, pertaining to the proposed levy of a special tax on the subject parcel within Zone 1516 for police protection services and submission of the measure to the voters, pursuant to Government Code Section 50077, subdivision (a). It is recommended that this hearing be set at 9:30 a.m. on May 7, 2019, immediately following the hearing on the zone formation. If the Board thereafter adopts Ordinance No. 2019-07, then the tax measure would be submitted for placement on a July 9, 2019, ballot.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve this item, then Ordinance No. 2019-07 will not be adopted and formation of Special Tax Zone 1516 will not occur, and the Special Tax District will not be established at the May 7, 2019, hearing.

## ATTACHMENTS

Resolution 2019/76

Exhibit A - Legal Description

Exhibit B - Plat Map



**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 03/26/2019 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2019/76**

**RESOLUTION OF INTENTION TO FORM ZONE 1516 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED WALNUT CREEK AREA**

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the unincorporated Walnut Creek area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 1516 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 1516" of CSA P-6.

NOW, THEREFORE, BE IT RESOLVED THAT at 9:30 a.m. on May 7, 2019, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 1516 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Jennifer Cruz, (925) 674-7790**

**ATTESTED: March 26, 2019**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:**

## EXHIBIT A

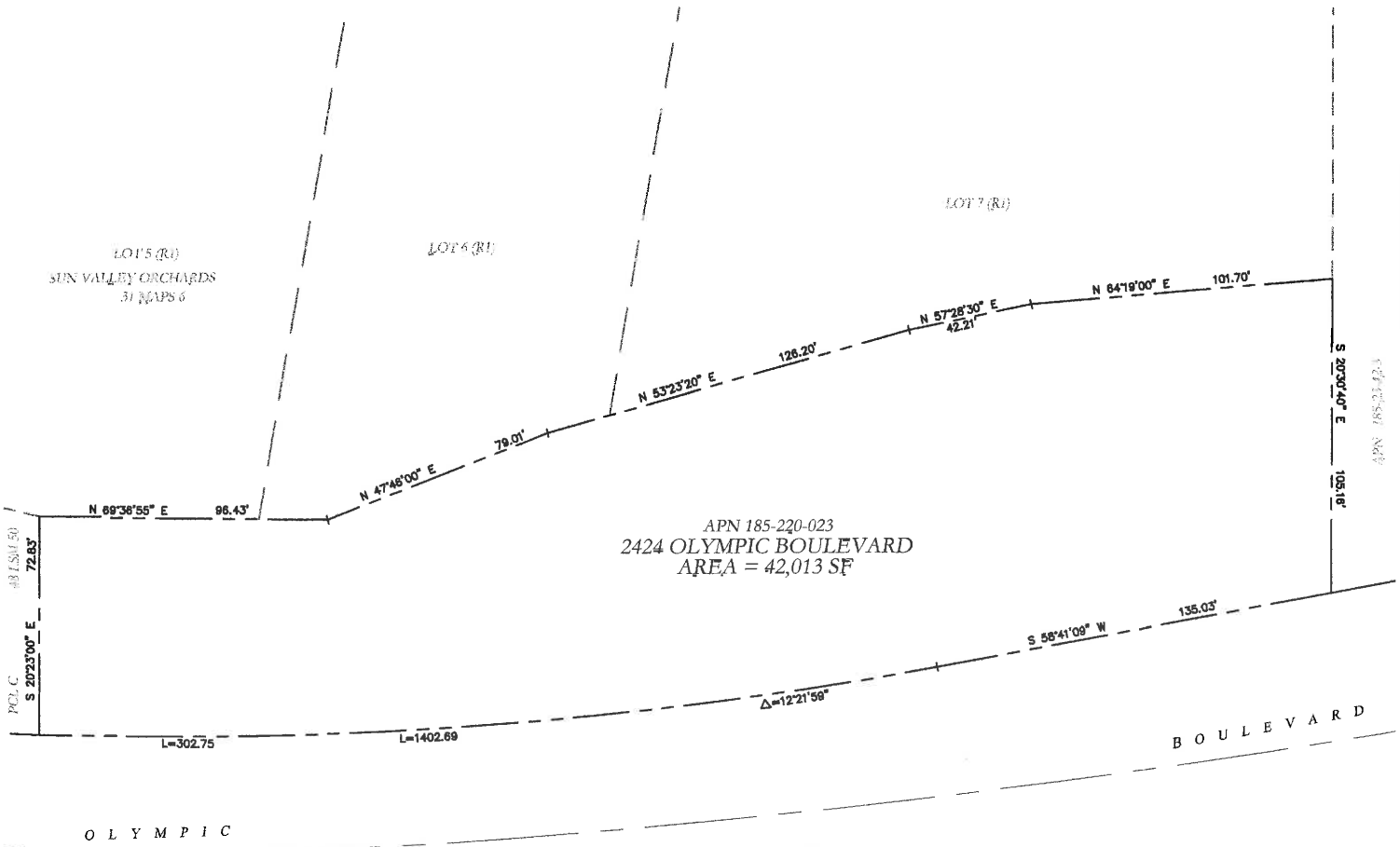
The land referred to is situated in the unincorporated area of the County of Contra Costa, State of California, and is described as follows:

Portion of the Rancho San Ramon, described as follows:

Commencing on the Southwesterly line of Freeman Road at the most Western corner of Lot 1, as shown on the Map entitled, "Sun Valley Orchards, Contra Costa County, California", which Map was filed in the Office of the Recorder of the County of Contra Costa, State of California, on September 30, 1946, in Volume 31 of Maps, at Page 6; thence from said point of commencement, along the Southerly line of said Sun Valley Orchards, as follows: South 72° 11' 05" East, 45.89 feet; South 84° 01' 35" East, 56.61 feet, South 87° 49' 10" East, 82.69 feet, South 79° 29' 50" East, 61.74 feet, South 65° 30' 30" East, 79.18 feet and South 70° 28' 35" East, 36.66 feet, South 89° 23' 35" East, 28.43 feet, North 81° 35' 35" East, 33.44 feet, North 85° 54' 55" East, 82.58 feet, North 85° 02' East, 106.44 feet and North 82° 27' 30" East, 86.70 feet to the actual point of beginning of the parcel of land to be described; thence from said actual point of beginning continuing along said Southerly line as follows: North 69° 36' 55" East, 96.43 feet; North 47° 46' East, 79.01 feet; North 53° 23' 20" East, 126.20 feet; North 57° 28' 30" East, 42.21 feet; and North 64° 19' East, 101.70 feet to the East line of the 240.49 acre parcel described in the Deed from Benjamin Hodges to Ralph W. Kinney, dated September 3, 1907, and recorded September 10, 1907, in Volume 129 of Deeds, at Page 126; thence along the East line of the 240.49 acre parcel (129 D 126), South 20° 30' 40" East, 105.05 feet to the North line of the Sacramento Northern Railway right of way; thence along the said North line of the Sacramento Northern Railway right of way, as follows: South 58° 42' 05" West, 90.42 feet Westerly along the arc of a curve to the right, with a radius of 5699.606 feet; tangent to the last named course, an arc distance of 29.848 feet to point from which the center of said circle bears North 30° 59' 55" West, Westerly along the arc of a compound curve to the right with a radius of 2834.857 feet, tangent to the last named curve, an arc distance of 29.686 feet to a point from which the center of said curve bears North 30° 23' 55" West, Westerly along the arc of a compound curve to the right with a radius of 1879.913 feet, tangent to the last named curve, an arc distance of 29.53 feet to a point from which the center of said curve bears North 29° 29' 55" West, and Westerly, along the arc of a compound curve to the right with a radius of 1402.468 feet, tangent to the last named curve, an arc distance of 258.51 feet to a point which bears South 20° 23' East from the actual point of beginning; thence North 20° 23' West, 72.53 feet to the actual point of beginning.

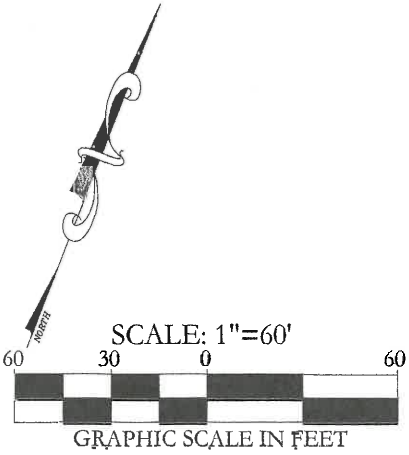
APN: 185-220-023





**LEGEND**

- DISTINCTIVE BORDER LINE/BOUNDARY
- OL-2 LINE CCC RW MAP



APN 185-220-023  <b>EXHIBIT-B</b> SUBDIVISION 9432 2424 OLYMPIC BOULEVARD  CITY OF WALNUT CREEK (UNINCORPORATED)	SCALE:	1" = 50'
	DATE:	JAN 10, 2019
	PAGE:	1 OF 1
CALIFORNIA		



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 26, 2019

Subject: Resolution of Intention to Form Zone 505 of County Service Area P-6 in the Discovery Bay area of Contra Costa County. (District III)

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**RECOMMENDATION(S):**

1. ADOPT Resolution No. 2019/77, initiating proceedings for the formation of a new zone, Zone 505, within County Service Area P-6, in the Discovery Bay area of Contra Costa County.
2. FIX a public hearing for May 7, 2019, at 9:30 a.m., on the formation of Zone 505 within County Service Area P-6 and to consider the adoption of Ordinance No. 2019-09, which would authorize the levy of a special tax to augment funding for police protection services in proposed Zone 505, and to authorize submission of the ordinance to the voters for approval at the July 9, 2019, election.

**FISCAL IMPACT:**

The cost of establishing the proposed Police Services Special Tax District is paid for by the developer of the subdivision.

**BACKGROUND:**

Per the conditions of approval for Subdivision 9278 (County File #SD09-9278), the developer of the properties located at east of Bixler Road and west of Newport Drive in the Discovery Bay area of the County is required to establish a Special Police Services Tax District for the 67-lot subdivision prior to recording the final map for the subdivision. The proposed special tax district would fund an increase in the level of police protection services that is provided in the Discovery Bay area of the County.

- 
- APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Jennifer Cruz, (925) 674-7790

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

Adoption of a resolution of intent to form a new tax district (Resolution No. 2019/77) is required by Government Code Section 25217, subdivision (b), as the first step in forming the proposed zone, which will serve as the vehicle to collect special taxes within the proposed zone if the tax measure is approved by the voters at a July 9, 2019, ballot. The resolution includes information regarding the name and boundaries of the zone, the different level of services to be provided, and the method by which the increased level of service is to be funded. The resolution also directs the Clerk of the Board to publish and mail notice of a public hearing regarding the proposed zone formation. It is recommended that the Board set this hearing for 9:30 a.m. on May 7, 2019.

If at the conclusion of that public hearing the Board determines that more than 50% of the total number of voters residing within the proposed zone have filed written objections to the formation, Government Code Section 25217.1, subdivision (b)(1), would require the Board to determine that a majority protest exists and to terminate the proceedings. The proposed police service district currently consists of two properties, totaling approximately 20 acres, owned by Lodgepole Investments, LLC., who per the conditions of approval for the subdivision is required to establish the police service district prior to recording the final map.

If there is no majority protest and the Board elects to proceed with the formation of the zone, a second public hearing would be required to consider the approval of Ordinance No. 2019-09, pertaining to the proposed levy of a special tax on the subject parcel within Zone 505 for police protection services and submission of the measure to the voters, pursuant to Government Code Section 50077, subdivision (a). It is recommended that this hearing be set at 9:30 a.m. on May 7, 2019, immediately following the hearing on the zone formation. If the Board thereafter adopts Ordinance 2019-09, then the tax measure would be submitted for placement on a July 9, 2019, ballot.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve this item, then Ordinance No. 2019-09 will not be adopted and formation of Special Tax Zone 505 will not occur, and the Special Tax District will not be established at the May 7, 2019, hearing.

## ATTACHMENTS

Resolution 2019/77

Exhibit A - Legal Description

Exhibit B - Plat Map

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 03/26/2019 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2019/77**

**RESOLUTION OF INTENTION TO FORM ZONE 505 OF COUNTY SERVICE AREA P-6 IN THE DISCOVERY BAY AREA OF CONTRA COSTA COUNTY**

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the Discovery Bay area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 505 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 505" of CSA P-6.

At 9:30 a.m. on May 7, 2019, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 505 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Jennifer Cruz, (925) 674-7790**

**ATTESTED: March 26, 2019**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:**

EXHIBIT "A"

PROPOSED POLICE SERVICE DISTRICT

LEGAL DESCRIPTION

All that real property being a portion of the west half of the southwest quarter of Section 26, Township 1 North, Range 3 East, Mount Diablo Meridian, County of Contra Costa, State of California, being more particularly described as follows:

Commencing at the west quarter corner of said Section 26; thence along the north line of the southwest quarter of said Section 26 North 89°51'34" East 42.00 feet to the east line of the 42.00 foot half width of Bixler Road and being the POINT OF BEGINNING; thence continuing along said north line North 89°51'34" East 1279.41 feet to the west line of Parcel "A" as shown on that map of Subdivision 7140 filed for record in Book 385 of Maps at Page 43, Contra Costa County Records; thence along said west line South 00°00'56" East 714.17 feet; thence leaving said west line South 89°57'27" West 1280.03 feet to the east line of the 42.00 foot half width of said Bixler Road; thence along said east line North 00°02'05" East 711.99 feet to the Point of Beginning.

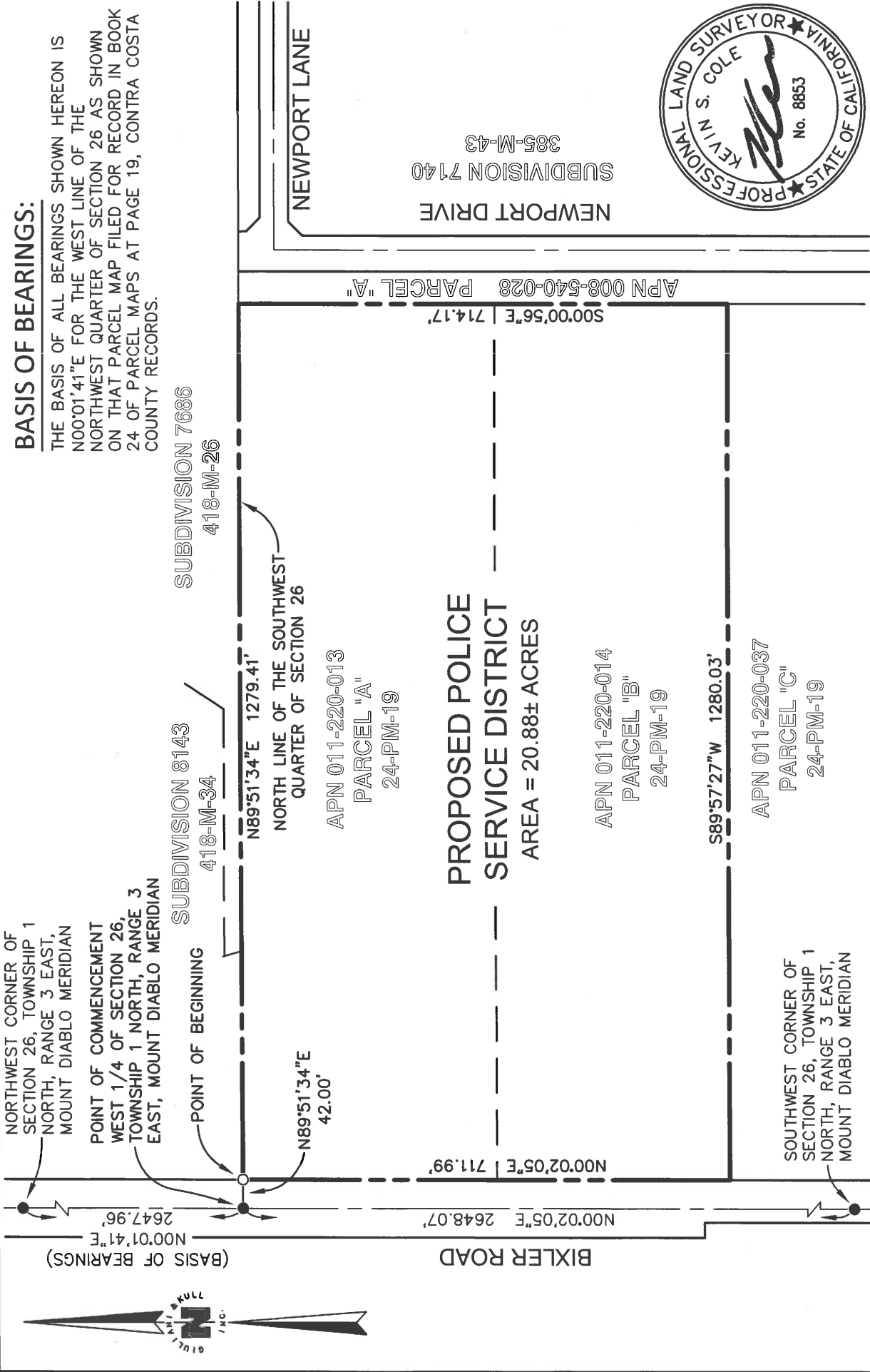
All as shown on attached Exhibit "B" and made a part hereof and containing 20.95 acres, more or less.

END DESCRIPTION



**BASIS OF BEARINGS:**

THE BASIS OF ALL BEARINGS SHOWN HEREON IS N00°01'41"E FOR THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 26 AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN BOOK 24 OF PARCEL MAPS AT PAGE 19, CONTRA COSTA COUNTY RECORDS.



**EXHIBIT "B"**  
 PROPOSED POLICE SERVICE DISTRICT  
 CONTRA COSTA COUNTY, CALIFORNIA

SCALE: 1" = 200'
DRAWN: KSC
CHECKED: KSC
JOB NO: 201811015
SHEET: 2 OF 2

**GK Giuliani & Kull, Inc.**  
 Engineers • Planners • Surveyors  
 440 S. Yosemite Avenue, Suite A, Oakdale, CA 95361  
 (209) 847-8726 Fax (209) 847-7323  
 Auburn • Oakdale • San Jose





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: Fix public hearing to consider adopting Ordinance No. 2019-10 to adopt WCCTAC fees

---

**RECOMMENDATION(S):**

FIX April 16, 2019 at 9:30 AM for a public hearing to consider adoption of Ordinance No. 2019-10 establishing transportation mitigation fees to be imposed on new development within the unincorporated areas of the West Contra Costa Transportation Advisory Committee area of benefit.

DIRECT the Clerk of the Board to publish, and the Public Works Director, or designee, to post and mail, the Notice of Public Hearing in accordance with Government Code Sections 6061, 65091, 54986, 66484, and Ordinance Code Section 913-6.014.

**FISCAL IMPACT:**

Adoption of Ordinance No. 2019-10 will result in the collection of transportation mitigation fees from new development at the time the building permit is issued. Funds collected will be remitted to the treasurer of the WCCTAC. Fiscal Impact relates 100% to WCCTAC funds.

**BACKGROUND:**

The West Contra Costa Transportation Advisory Committee (WCCTAC) is a joint exercise of powers agency comprised of, but separate from, the following member agencies: Contra Costa County, the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the Alameda-Contra Costa Transit District, the San Francisco Bay Area Rapid Transit District, and the Western Contra Costa Transit Authority. WCCTAC administers the Subregional

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Mary Halle,  
925.313.2327

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

Transportation Mitigation Program (STMP), which uses development fees imposed and collected by member agencies to fund regional transportation improvements within WCCTAC's jurisdictions. The STMP was first adopted by WCCTAC's member agencies in 1997, by way of a Cooperative Agreement and local ordinances. The program was last updated in 2006. The program has funded various regional transportation improvements, including the Highway 4 West divided highway, the El Cerrito BART Parking Structure, and the Richmond Intermodal Station.

BACKGROUND: (CONT'D)

WCCTAC's 2019 STMP update identifies regional transportation improvements needed to mitigate regional transportation impacts of new development through March 31, 2040. The 2019 STMP update includes a nexus study that recommends changes to development fees charged by WCCTAC member agencies. WCCTAC member agencies will need to adopt ordinances to impose those fees on new development within their jurisdictions. At the April 16, 2019 hearing, the County, as a WCCTAC member agency, will consider adopting an ordinance to implement WCCTAC fees on new development in unincorporated areas of WCCTAC, consistent with the 2019 STMP update.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to adopt Ordinance No. 2019-10 to adjust fees in West County, reestablish the boundaries, and update the proposed project list of the STMP will result in new development not paying its proportional share of the transportation improvements needed to serve development within West County through 2040.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: March 26, 2019

Subject: REAPPOINT the following individuals to the District IV seats on the Contra Costa County Sustainability Commission

---

**RECOMMENDATION(S):**

REAPPOINT the following individuals to the Contra Costa County Sustainability Commission for a term to end on March 31, 2023:

District IV Representative:  
Wesley Sullens  
Pleasant Hill, CA

District IV Alternate:  
Travis Michael Curran  
Concord, CA

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Sustainability Commission's

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Lisa Chow, (925)  
521-7100

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

purpose is to advise the Board on issues related to the County's Climate Action Plan and opportunities to realize equity and fairness across the diverse communities of Contra Costa County in sustainability programs that support the Climate Action Plan. The Sustainability Commission will provide suggestions to staff and the Board on how to better engage Contra Costa County residents and businesses on sustainability issues and implementation of the Climate Action Plan.

CONSEQUENCE OF NEGATIVE ACTION:

The District IV seats will become vacant.

CHILDREN'S IMPACT STATEMENT:

n/a



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 26, 2019

Subject: Appoint Denise Rojas as Interim Risk Manager

---

**RECOMMENDATION(S):**

APPOINT Denise Rojas on an interim basis to the position of Risk Manager at Step 6 of the salary range effective April 1, 2019.

**FISCAL IMPACT:**

The position is currently budgeted. No increased costs result from this action.

**BACKGROUND:**

Sharon Hymes-Offord is retiring as Risk Manager after more than 10 years of service with Contra Costa County. The primary task of the Risk Manager is to conserve human, financial, physical and natural assets against the effects of loss and recommend strategies for protecting the County against all financial exposures and risks, including insurance or budget assumption of risk. The County will be undertaking an executive search to fill this critical position. While this search is conducted, Assistant Risk Manager Denise Rojas has agreed to serve in an interim capacity.

To ensure Ms. Rojas receives a minimum 5% increase while serving in the interim assignment, I am recommending that she be placed at Step 6 of Risk Manager.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Dianne Dinsmore, (925)  
335-1766

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Robert Campbell, Auditor-Controller

CONSEQUENCE OF NEGATIVE ACTION:

The Risk Manager position will be vacant.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: Appointment to the Iron Horse Corridor Management Program Advisory Committee.

---

**RECOMMENDATION(S):**

REAPPOINT the following individual to the Concord Area Seat on the Iron Horse Corridor Management Program Advisory Committee for a two-year term with an expiration date of January 1, 2021, as recommended by Supervisor Karen Mitchoff:

Dan Mackay  
Concord, CA 94520

**FISCAL IMPACT:**

No Fiscal Impact.

**BACKGROUND:**

The Iron Horse Corridor Management Advisory Committee was authorized by the Board of Supervisors on July 22, 1997. It was established to assist Contra Costa County in developing a management program for the Iron Horse Corridor. In October of 2000 the Board expanded the

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Carl Roner - (925)  
313-2213

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Karen Mitchoff- District IV Supervisor, Dan Mackay, Carrie Ricci- Duty, Mike Carlson- Deputy, Anne O- Chief of Staff, Carl Roner- Special Districts



BACKGROUND: (CONT'D)

Advisory Committee's role to continue implementation and monitoring of the Landscape Element of the Management Program and to assist in completion of the Joint Use Criteria and Standards, Public Information, and Finance elements of the Management Program.

Advisory Committee seats include one representative from each jurisdiction or unincorporated community along the corridor, a District II seat, a District IV seat and a seat for the East Bay Regional Park District.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will become vacant.



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: March 26, 2019

Subject: REAPPOINT Andrew Bryant to the Iron Horse Corridor Management Program Advisory Committee

---

**RECOMMENDATION(S):**

Reappoint the following individual to the Iron Horse Corridor Management Program Advisory Committee to a term to expire on January 1, 2023, as recommended by Supervisor Mitchoff:

Andrew Bryant  
Walnut Creek, CA

**FISCAL IMPACT:**

n/a

**BACKGROUND:**

The Iron Horse Corridor Management Advisory Committee was authorized by the Board of Supervisors on July 22, 1997. It was established to assist Contra Costa County in developing a management program for the Iron Horse Corridor. In October of 2000 the Board expanded the Advisory Committee's role to continue implementation and monitoring of the Landscape Element of the Management Program and to assist in completion of the Joint Use Criteria and Standards, Public Information, and Finance elements

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Lisa Chow, (925)  
521-7100

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of the Management Program. Advisory Committee seats include one representative from each jurisdiction or unincorporated community along the corridor, a District II seat, a District IV seat and a seat for the East Bay Regional Park District.

CONSEQUENCE OF NEGATIVE ACTION:

The seat would become vacant.

CHILDREN'S IMPACT STATEMENT:

n/a



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 26, 2019

Subject: Advisory Council on Aging Resignation, Local Committee Lafayette Seat

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Ruth McCahan, DECLARE a vacancy in Local Committee Lafayette Seat on the Advisory Council on Aging, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

Ms. McCahan was appointed to the Lafayette seat October 17, 2017. The seat expires September 30, 2019.

The Advisory Council on Aging (ACOA) provides county-wide planning, cooperation, and coordination for individuals and groups interested in improving and developing services and opportunities for older residents of the County. ACOA provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging.

**CONSEQUENCE OF NEGATIVE ACTION:**

ACOA may not be able to carry out routine business.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Elaine Burres  
608-4960

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 26, 2019

Subject: APPOINT Dr. Melinda McLain to Alternate Seat #1 of the El Sobrante Municipal Advisory Council

---

**RECOMMENDATION(S):**

APPOINT Dr. Melinda McLain to Alternate Seat #1 of the El Sobrante Municipal Advisory Council (ESMAC) to a term ending on 12/31/2022.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The El Sobrante Municipal Advisory Council shall advise the Board of Supervisors on: 1) Services which are or may be provided to unincorporated El Sobrante by the County or other local governmental agencies. Such services include, but are not limited to, public health, safety, welfare, public works, and planning, 2) the feasibility of organizing the existing special districts serving unincorporated El Sobrante in order to more efficiently provide public services such as, but not limited to, water, sewer, fire, and parks and recreation, 3) representing unincorporated El Sobrante before the Local Agency Formation Commission on proposed boundary changes affecting the community, 4) representing unincorporated El Sobrante before the County Planning Commission(s) and the Zoning Administrator on land use and other planning matters affecting the community. In this regard, the Council shall cooperate with

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: James Lyons,  
510-231-8692

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

any other planning advisory bodies in unincorporated El Sobrante in order to avoid duplication and delay in the planning process, 5) Provide input and reports to the Board of Supervisors, County staff, or any other County hearing body on issues of concern to unincorporated El Sobrante, and 6) representing unincorporated El Sobrante before other public entities and agencies. It is understood that the Board of Supervisors is the final decision making authority with respect to issues concerning unincorporated El Sobrante and that the Council shall shall solely in an advisory capacity.

Dr. Melinda McLain  
El Sobrante, CA 94803

Supervisor Gioia advertises his open advisory body seats in numerous ways including through his website, eblasts, and newsletters, as well as with the traditional media.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 26, 2019

Subject: Designate Chief Assistant County Administrator and Assistant Risk Manager as Official Representative and Alternate to CSAC-EIA

---

**RECOMMENDATION(S):**

ADOPT Resolution 2019/103 designating Chief Assistant County Administrator Timothy M. Ewell and Assistant Risk Manager Denise Rojas, as official representative and alternate, respectively, to act on behalf of Contra Costa County with regard to official matters of the California State Association of Counties (CSAC) Excess Insurance Authority (EIA) effective April 1, 2019.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

In 1980, Contra Costa County joined the CSAC EIA for procurement of insurance and risk management services. CSAC EIA requires the governing board of all member entities to designate a representative who has authority to officially act on behalf of that entity.

Typically, this responsibility is has been assigned to the Risk Manager; however, the incumbent Risk Manager will be retiring at the end of March 2019. To ensure continuity of representation, the County Administrator is recommending appointment of the Chief Assistant County Administrator effective April 1, 2019. The Assistant Risk Manager will continue to serve as the County's alternate representative.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Timothy M. Ewell,  
(925)335-1036

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The County will not have representation for official matters with the CSAC EIA.

ATTACHMENTS

Resolution 2019/103



**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 03/26/2019 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2019/103**

**IN THE MATTER OF:** Delegating Authority to Act on Behalf of Contra Costa County with Regard to Official Matters of the California State Association of Counties (CSAC) Excess Insurance Authority (EIA).

**WHEREAS,** in 1980, Contra Costa County joined the California State Association of Counties (CSAC) Excess Insurance Authority (EIA) for procurement of insurance and risk management services; and

**WHEREAS,** in order to ensure that individuals are authorized to fully act on behalf of their respective entity, CSAC EIA requires the governing board of all member entities to officially designate an official representative who has authority to act on its behalf; and

**WHEREAS,** the official designated representative can be an individual or a position who has been delegated such authority; and

**WHEREAS,** the day-to-day County representative that communicates with the CSAC EIA will not change; and

**WHEREAS,** all communications from CSAC EIA will continue to come through the day-to-day County representative.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Contra Costa County as follows:

1. Appoints Chief Assistant County Administrator Timothy M. Ewell as official representative to enter into agreements with and act on behalf of Contra Costa County regarding official matters of the CSAC EIA.
2. Appoints Assistant Risk Manager Denise Rojas as alternate to the official representative to act on behalf of the County when the official representative is not available.
3. The above appointments are effective April 1, 2019

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: March 26, 2019**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

**Contact: Timothy M. Ewell, (925)335-1036**

By: , Deputy

**cc:**



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 26, 2019

Subject: Appropriation Adjustment - San Ramon Valley Unified District Crossing Guard

---

**RECOMMENDATION(S):**

Approve Appropriations and Revenue Adjustment No. 5056 authorizing new revenue in the Office of the Sheriff (7657) in the amount of \$4,300 from the P2b - Alamo Traffic Safety Fund for the San Ramon Valley Unified District Crossing Guard.

**FISCAL IMPACT:**

This action increases revenue and appropriations by \$4,300. No change in Net County Cost.

**BACKGROUND:**

Over the past several years there have been ongoing safety concerns with students being able to cross safely at the crosswalk located at Hemme Avenue at the Iron Horse Trail Crossing. Safety measures were attempted to make the crosswalk safer for Rancho Romero Elementary School students. Despite these improvements the crosswalk is still deemed dangerous by Alamo residents and the San Ramon Valley Unified School District. The Office of the Sheriff's role in the Rancho Romero Elementary school crossing guard is limited to only funding the position with the Alamo Police Services Advisory Committee Traffic Safety Fund. This fund contains provisions that allow for the use of its assets for traffic accident prevention and specifically to pay to the compensation of school crossing guards. The crossing guard will be an employee of the San Ramon Valley School District.

- 
- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Liz Arbuckle  
925-335-1529

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Liz Arbuckle, Heike Anderson, Paul Reyes

CONSEQUENCE OF NEGATIVE ACTION:

Not approving this appropriation adjustment will continue to cause ongoing safety concerns.

CHILDREN'S IMPACT STATEMENT:

Approval will create a safer environment for the children of Alamo.


ATTACHMENTS


TC24/27 5056

CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT  
T/C 24

ACCOUNT CODING		BUDGET UNIT: Service Area P-2 Zone B (7657)			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
7657	9951	REIMBURSEMENTS - GOV/GOV	4,300	00	
TOTALS			4,300	00	0 00

APPROVED

AUDITOR-CONTROLLER:  
BY:  DATE 2/20/19

COUNTY ADMINISTRATOR:  
BY:  DATE 3-17-19


BOARD OF SUPERVISORS:  
YES:  
NO:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

EXPLANATION OF REQUEST

To adjust appropriations for San Ramon Valley Unified School District Crossing Guard.

AUDITOR-CONTROLLER  
2019 FEB 26 P 1:18

  
Fiscal Officer

\_\_\_\_\_  
SIGNATURE TITLE DATE

REVENUE ADJ. JOURNAL NO. RAOO 5056

CONTRA COSTA COUNTY  
APPROPRIATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: Service Area P-2 Zone B (7657)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
7657	2310	NON CNTY PROF SPLCDZ SVCS			4,300 00
TOTALS			0 00		4,300 00

APPROVED

AUDITOR-CONTROLLER:

BY: *[Signature]* DATE 2/26/19

COUNTY ADMINISTRATOR:

BY: *[Signature]* DATE 3-19-19

BOARD OF SUPERVISORS:

YES:

NO:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

EXPLANATION OF REQUEST

To adjust appropriations for San Ramon Valley Unified School District Crossing Guard.

*[Signature]*

Fiscal Officer

SIGNATURE

TITLE

2/25/2019

DATE

APPROPRIATION

APOO

5056

ADJ. JOURNAL NO.

AUDITOR-CONTROLLER  
2019 FEB 26 P 1:18



Contra  
Costa  
County

To: Board of Supervisors  
From: Matt Slattengren  
Date: March 26, 2019

Subject: Amendment to 18-0029 Pest Exclusion

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract amendment with the California Department of Food and Agriculture (CDFA) effective March 26, 2019 to increase the payment limit by \$90,553 for a new contract amount of \$102,628, to perform pest exclusion and high-risk inspection and enforcement activities.

**FISCAL IMPACT:**

This amendment will increase the Department's reimbursement by \$90,553 for expenses incurred, for a new contract limit of \$102,628. There is no county match of funds.

**BACKGROUND:**

Agreement #18-0029 Pest Exclusion sets activity levels that are designed for Contra Costa County based on historical workloads and costs on a negotiated work plan to maintain optimal services. The original agreement did not cover the entire cost of high-risk activities in the County, so the amendment with additional funds will improve the service level in regards to enforcement of quarantines that are designed to keep exotic and invasive pests out of California and Contra Costa County.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF  
SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: 608-6600

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would result in loss of additional revenue to the Department and increased costs to support the inspections and enforcement activities as mandated by the California Department of Food and Agriculture.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: Assumption and Consent Agreement for Plains Products Terminals LLC to transfer a pipeline franchise to TransMontaigne Operating Company L.P.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/92 approving the Assumption of Contra Costa County Pipeline Franchise and County Consent to Transfer for Plains Products Terminals LLC to transfer pipeline franchise 2016/670 to TransMontaigne Operating Company L.P.

**FISCAL IMPACT:**

There will be no fiscal impact from this action.

**BACKGROUND:**

On December 13, 2016, the County granted a pipeline franchise to Plains Products Terminals LLC to operate one gasoline pipeline, one natural gas pipeline, and two petroleum pipelines within the County for a term of 10 years per County Resolution No. 2016/670 (the "2016/670 Franchise").

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Carrie Ricci  
925-313-2235

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



BACKGROUND: (CONT'D)

Effective December 15, 2017, Plains Products Terminals LLC transferred certain of its assets to TransMontaigne Operating Company L.P., including its rights in the 2016/670 Franchise, pursuant to an Assignment of Leased Real Property and Rights of Way Interests, dated December 15, 2017, between Plains Products Terminals LLC and TransMontaigne Operating Company L.P.

On December 19, 2017, Plains Products Terminals LLC sent written correspondence to the Public Works Department wherein it requested the consent of County to the transfer and assignment of the 2016/670 Franchise to TransMontaigne Operating Company L.P.

On December 19, 2017, TransMontaigne Operating Company L.P. sent written correspondence to the Public Works Department wherein it requested the consent of the County to the transfer and assignment of the 2016/670 Franchise to Plains Products Terminals LLC.

Approval of Resolution No. 2019/92 will transfer the 2016/670 Franchise to TransMontaigne Operating Company L. P., and authorize the Public Works Director, or his designee, to execute the Assumption and Consent Agreement whereby TransMontaigne Operating Company L.P. agrees to abide by the terms of the County franchise ordinance and post the required bond.

CONSEQUENCE OF NEGATIVE ACTION:

TransMontaigne Operating Company L.P. will not acquire the pipeline franchise.

ATTACHMENTS

Resolution No. 2019/92

Agreement

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 03/26/2019 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2019/92**

IN THE MATTER OF a resolution of the Board of Supervisors of the County of Contra Costa authorizing the transfer of a Pipeline Franchise from Plains Products Terminals LLC to TransMontaigne Operating Company L.P.

The Board of Supervisors of the County of Contra Costa finds and declares:

WHEREAS, on December 13, 2016, this Board granted a pipeline franchise to Plains Products Terminals LLC to operate a gasoline pipeline, two petroleum pipelines, and a natural gas pipeline within the County for a term of 10 years per County Resolution No. 2016/670 (2016/670 Franchise).

WHEREAS, on December 15, 2017, Plains Products LLC transferred certain of its assets to TransMontaigne Operating Company L.P., including its rights in the 2016/670 Franchise, pursuant to an Assignment of Leased Real Property and Rights of Way, dated December 15, 2017, between Plains Products LLC and TransMontaigne Operating Company L.P.

WHEREAS, on December 19, 2017, Plains Products LLC sent written correspondence to the Public Works Department wherein it requested the consent of County to the transfer and assignment of the 2016/670 Franchise to TransMontaigne Operating Company L.P.

WHEREAS, on December 19, 2017, TransMontaigne Operating Company L.P. sent written correspondence to the Public Works Department wherein it requested the consent of the County to transfer and assignment of the 2016/670 Franchise to Plains Products Terminals LLC.

WHEREAS, the County has reviewed the submitted correspondence and relevant documents, the staff report and recommendation, and it is the intent of the Board to approve the transfer and assignment of the 2016/670 Franchise to TransMontaigne Operating Company, L.P. pursuant to Ordinance 2013-19 and Resolution 2013/305.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Supervisors of Contra Costa County finds and declares that the foregoing recitals are true and correct.
2. The Assumption of Contra Costa County Franchise and County Consent to Transfer (Plains Products Terminals LLC – TransMontaigne Operating Company L.P.) is approved and the Director of Public Works, or his designee is authorized to execute it.
3. The 2016/670 Franchise, and the right, title and interest in the 12” Line 191 gasoline crude pipeline, the 16” Line 930 petroleum pipeline, the Line 929 petroleum and the 6” PG&E connection to the Martinez Terminal natural gas pipeline subject thereto, are hereby transferred to TransMontaigne Operating Company L.P.
4. The Resolution shall take effect upon the following:

Within 30 days of the date of this Resolution, TransMontaigne Operating Company L.P. must file with the Public Works Department the following: (1) a written acceptance of the terms and conditions of the franchise granted pursuant to this Resolution, Ordinance No. 2013-19, and Resolution No. 2013/305; (2) a performance bond in the form approved by the Board; insurance coverage as required by Ordinance No. 2013-19.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: March 26, 2019**

**Contact: Carrie Ricci 925-313-2235**

-----  
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:**

**ASSUMPTION OF CONTRA COSTA COUNTY PIPELINE FRANCHISE  
AND COUNTY CONSENT TO TRANSFER  
(PLAINS PRODUCTS TERMINALS LLC – TRANSMONTAIGNE OPERATING  
COMPANY L.P.)**

This Assumption of Contra Costa County Pipeline Franchise and County Consent to Transfer (Plains Products Terminals LLC – TransMontaigne Operating Company L.P.) (this “Assumption and Consent Agreement”) is entered into on March 26, 2019, and is by and among Plains Products Terminals LLC, a Delaware limited liability company (“Transferor”), TransMontaigne Operating Company L.P., a Delaware limited partnership (“Transferee”), and the County of Contra Costa, a political subdivision of the State of California (“County”).

**RECITALS**

A. On December 13, 2016, the County granted a pipeline franchise to Transferor per County Resolution No. 2016/670 (the “2016/670 Franchise”), pursuant to the provisions of County Ordinance Code No. 2013-19 and Resolution No. 2013/305 (the “County Franchise Ordinance”) to operate one gasoline pipeline, one natural gas pipeline, and two petroleum pipelines within the County for a term of 10 years; and

B. Effective December 15, 2017, Transferor transferred certain of its assets to Transferee, including its rights in the 12” Line 191 gasoline pipeline, 12” Line 929 petroleum pipeline, 16” Line 930 petroleum pipeline, and 6” PG&E Connection to Martinez Terminal natural gas pipeline subject to the 2016/670 Franchise, pursuant to an Assignment of Leased Real Property and Rights of Way Interests, dated as of December 15, 2017; and

C. Transferor has filed written correspondence with County, dated December 19, 2017, wherein it has requested the consent of County to the transfer and assignment of certain pipelines subject to the 2016/670 Franchise to Transferee; and,

D. Transferee has filed written correspondence with County, dated December 19, 2017, wherein it has requested the consent of County to the transfer and assignment of certain pipelines subject to the 2016/670 Franchise to Transferee; and,

E. It is the intent of County to approve the transaction whereby ownership and control of the interests in the 2016/670 Franchise shall be held by Transferee (the transfer of the interests in the 2016/670 Franchise being referred to herein as the “Transfer”); and,

F. County has reviewed the documents effecting the Transfer between Transferor and Transferee, staff reports and recommendation; and,

G. Based upon the evidence presented to the County, it has determined that it would be in the public interest to conditionally approve the Transfer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows:

## AGREEMENT

1. By executing this Assumption and Consent Agreement, Transferee hereby accepts all the terms and conditions of the 2016/670 Franchise, the County Franchise Ordinance, and any orders and directives of any administrative agency relating to the 2016/670 Franchise including, but not limited to this Assumption and Consent Agreement, and represents and warrants that it has examined the requirements of the 2016/670 Franchise, the County Franchise Ordinance, and this Assumption and Consent Agreement, as well as applicable federal, state or local laws or regulations and agrees to abide by all the terms and conditions thereof.

2. Transferee agrees and acknowledges that the County Franchise Ordinance, the 2016/670 Franchise, and the other documents specified herein are legally sufficient, enforceable, valid, and binding on it, and accepts the same without condition or reservation. Transferee accepts the 2016/670 Franchise and all obligations thereof, subject to and assuming liability for all existing disclosed and undisclosed breaches and defaults. Transferee agrees to cooperate and furnish relevant information in relation thereto. Transferor agrees to cooperate and furnish relevant information in relation to any audit and/or investigation relative to breaches and/or defaults accruing prior to the Transfer.

3. To the extent that Transferee, or any related person or entity, challenges the validity or interpretation of any of the above-listed documents in the future in any administrative proceeding or court of law, such a challenge shall be subject to all defenses which would have been available to County had Transferor, or any related person or entity, brought any such challenge, including, but not limited to, waiver, estoppel, consent, unclean hands and accord and satisfaction, as well as any and all defenses independently available to Transferee.

4. Any violation of this Assumption and Consent Agreement shall be deemed to be a violation of the County Franchise Ordinance and the 2016/670 Franchise.

5. This Assumption and Consent Agreement will not be effective until (a) it has been executed by Transferor and Transferee and delivered to County, and (b) the existing bonds for the 2016/670 Franchise have been reissued or have a rider attached thereto naming Transferee as the new principal and have been delivered and approved by County.

6. The County hereby gives its consent and approval to the Transfer whereby each of the interests in the 2016/670 Franchise, including the assets subject thereto, shall be directly acquired and held by Transferee.

7. The granting of this consent to the Transfer does not waive the right of County to approve any subsequent change in the ownership of the 2016/670 Franchise or the ownership or control of Transferee and there shall be no further material change, amendment or modification of the ownership or equity composition of Transferee, which requires prior consent of County pursuant to the County Franchise Ordinance without the further written consent of the County.

**Plains Products Terminals LLC**, a Delaware limited liability company, as Transferor

By: \_\_\_\_\_  
Name: George N. Polycoros, Jr.  
Title: Vice President

**TransMontaigne Operating Company L.P.**, a Delaware limited partnership, as Transferee

By: \_\_\_\_\_  
Name: JAMES F. DUGAN  
Title: COO/EVP

Consented to by:

**COUNTY OF CONTRA COSTA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

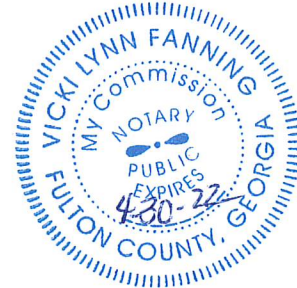
Approved as to Form:

Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Name: Eric Gelston  
Title: Deputy County Counsel

The signatures of Transferor and Transferee must be notarized.

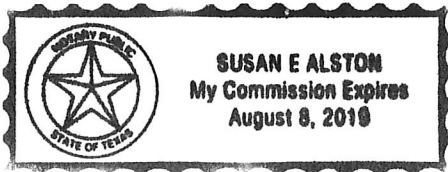
*Vicki Lynn Fanning*



STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 19<sup>th</sup> day of February, 2019, by George N. Polydoros, Jr., Vice President for Plains Products Terminals LLC, a Delaware limited liability company, on behalf of said limited liability company.



*Susan E Alston*  
NOTARY PUBLIC - STATE OF TEXAS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 26, 2019

Subject: Amendment Agreement #28-849-6 with the California Department of Public Health

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #28-849-6 (State #15-11053-A02) with the California Department of Public Health, to increase the amount payable to County by \$74,677 from \$1,501,585 to a new total payment limit of \$1,576,262, with no change in the original term of April 1, 2016 through March 31, 2019.

**FISCAL IMPACT:**

Approval of this Amendment will result in an increase in the amount of \$74,677 from the California Department of Public Health. No County funds are required.

**BACKGROUND:**

The goals of the California Department of Public Health, Office of AIDS are: 1) to minimize new HIV infections; and 2) to maximize the number of people with HIV infection who access appropriate care, treatment, support and prevention services. The services required by the HIV Prevention Program, scope of work, in this Agreement are consistent with, and are designed to support these goals.

On July 19,

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Daniel Peddycord,  
925-313-6712

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm



BACKGROUND: (CONT'D)

2016, the Board of Supervisors approved Standard Agreement #28-849-4 (as amended by #28-849-5), for County to provide residents of Contra Costa County access to medical and support care services, including outreach and treatment under the HIV Care Program and Minority AIDS Initiative project, for the period from April 1, 2016 through March 31, 2019, which included agreeing to indemnify and hold the State harmless for claims arising out of the County's performance under the Agreement.

Approval of Contract Amendment Agreement #28-849-6 allow the County to receive additional funds to continue providing medical and support care services through March 31, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County will not receive the necessary funding to support the reduction in transmission of HIV; to provide the prevention services that will reduce hospitalization; and to provide support to HIV positive individuals in their homes; or to support compliance with State and Federal requirements for reporting of communicable disease.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 26, 2019

Subject: Agreement #29-822 with U.S. Department of Housing and Urban Development (HUD)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #29-822 (Fed# CA1651L9T051700) with U.S. Department of Housing and Urban Development (HUD) in an amount payable to County not to exceed \$966,573 for the Contra Costa County Continuum of Care Program (CoC) to provide permanent supportive housing and support services for 32 High Utilizers of Multiple Systems (HUMS) homeless individuals for the period from February 27, 2019 until terminated by either party.

**FISCAL IMPACT:**

Approval of this Agreement will result in an amount not to exceed \$966,573 of funding from HUD for the CoC Program. (\$58,821 County match required)

**BACKGROUND:**

In 2013 and 2014, a Cost of Homelessness study reported that 12% of Contra Costa Health Services (CCHS) system's homeless

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Lavonna Martin,  
925-608-6701

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

utilizers account for 71% of healthcare costs (over \$32 million) at an average cost of \$80,000/per person, per year. This translates to 398 unduplicated homeless individuals, with highest costs for inpatient hospital stays and mental health services, many of whom are chronically homeless. Research shows that costs can be reduced by nearly \$50,000 per person when placed in permanent supportive housing.

The CoC will build on the successes of CCHS in permanent supportive housing projects, which spans 20 years and is considerable in every aspect including outreach and assessment to housing placement and retention. CCHS will oversee the referral process, leasing of units, and the consumer services. This includes case management, coordination of supportive services, administering the housing application process, and assistance with housing information.

Approval of Grant Agreement #29-822 will allow County to receive funding for the CoC, including supportive housing and support services to HUMS homeless individuals until terminated by either party.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not be able to better assist its homeless population with supportive housing and support services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 26, 2019

Subject: Quality Rating Improvement System Mini-grant Award Amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept additional funding from First 5 Contra Costa, to increase the award by \$6,000 to a new amount of \$24,000 for Quality Rating and Improvement System Infant-Toddler programs for the grant term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This grant is 100% private funding with no County match required.

**BACKGROUND:**

On August 30, 2018, the Department of Employment and Human Services was notified of the award from First 5 Contra Costa of a one-time Quality Rating and Improvement System (QRIS) Infant-Toddler mini-grant in the amount of \$18,000. The funds are to be used to enhance classroom environments and teacher training at several Contra Costa County children centers. The board approved the receipt of funds on October 9, 2018 (c.41) for 5 children centers. The funder has since amended the award to increase it by \$6,000 to a new amount of \$24,000.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: CSB (925)  
681-6389

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Nasim Eghlima, Amy Wells

BACKGROUND: (CONT'D)

>The funds will be distributed to the following children's centers in the noted allocations:

- Ambrose (Bay Point) - \$5,000
- Contra Costa College Early Head Start (San Pablo) - \$3,000
- Marsh Creek (Brentwood) - \$5,000
- Verde (Richmond) - \$3,000
- Riverview (Pittsburg) - \$8,000
- **Total: \$24,000**

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, infant-toddler childcare classrooms will not be able to execute valuable classroom enhancements and teacher training.

CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the Employment and Human Services Department's Head Start program supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to children from low income families throughout Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 26, 2019

Subject: Agreement #29-821 with the Public Health Institute

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #29-821 with the Public Health Institute, to pay County in an amount not to exceed \$260,000, for the California Bridge Program, for the period from February 15, 2019 through July 15, 2020.

**FISCAL IMPACT:**

Approval of this agreement will result in an amount not to exceed \$260,000 of State funding from the Public Health Institute for the California Bridge Program. No County match required.

**BACKGROUND:**

The goal of the California Bridge Program is to connect patients to Opioid Use Disorder (OUD) treatment services upon discharge from the hospital to lower morbidity rates and improve recovery rates. This Program will allow the Public Health Division to train a Substance Use Navigator (SUN) to provide linkage services for patients with OUD during discharge from Contra Costa Regional Medical Center (CCRMC) Inpatient or Emergency Units.

Approval of Grant Agreement #29-821 will allow the County to provide

- 
- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Daniel Peddycord,  
925-313-6712

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

linkage services for OUD patients upon discharge from CCRMC Inpatient and Emergency Units, through July 15, 2020. This Agreement contains mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive funds and will not be able to provide OUD linkage services upon discharge from CCRMC.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 26, 2019

Subject: Youth Reinvestment Grant Application - Juvenile Diversion

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Administrator, or designee, to apply for the California Board of State and Community Corrections Youth Reinvestment grant in an amount not to exceed \$1,000,000 for juvenile diversion for the period July 1, 2019 through February 28, 2023.

**FISCAL IMPACT:**

County will receive up to \$1,000,000 over the entire grant period. The County is required to provide a 10% in-kind match which will be achieved through labor provided by the Contra Costa County District Attorney's Juvenile Unit (General Fund) and volunteer hours from community partners.

**BACKGROUND:**

The Youth Reinvestment Grant program was established in the 2018 Budget Act (Senate Bill 840, Chapter 29, Statutes of 2018) and the related trailer bill (Assembly Bill 1812, Chapter 36, Statutes of 2018). The Youth Reinvestment Grant program is aimed at diverting low-level offenders from initial contact with the juvenile justice system using approaches that are evidence-based, culturally relevant, trauma-informed, and developmentally appropriate. Grant funds will be

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Paul Reyes,  
925-335-1096

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Diana Becton, District Attorney



BACKGROUND: (CONT'D)

used to target underserved communities with high rates of juvenile arrests and high rates of racial/ethnic disproportionality within those juvenile arrests.

The Contra Costa District Attorney's Office, in partnership with RYSE, a non-governmental organization that creates safe spaces grounded in social justice for young people to love, learn, educate, heal, and transform lives and communities, seeks \$1,000,000 to implement the first restorative justice diversion program in the county. The District Attorney's Office, along with agency partners, recognize the urgent need to address the growing racial and ethnic disparities in youth contact with the juvenile and criminal justice systems. To that end, restorative justice diversion has been identified as a viable solution to reducing youth incarceration, recidivism, racial and ethnic disparities in the criminal legal system, and related social and fiscal costs.

The restorative justice program will divert felonies and high-level misdemeanors, with identifiable victims, post-arrest but pre-charge. This model of restorative justice diversion brings young people who have committed a crime together with those they've harmed and impacted community members into processes that repair harms and rebuild relationships. International studies show numerous benefits to restorative justice alternatives to criminalization, including high victim satisfaction, reduced costs, and lower recidivism rates.

A 2017 study of the Alameda County restorative justice diversion program found a 44% reduction in recidivism and a 91% participant satisfaction rate. Recidivism rates of Black and Latinx youth who went through the Alameda County program were also lower at 6, 12, and 18 months from program completion compared to the control group. When the program is fully operational, the average one-time cost for resolving a case through restorative justice is approximately \$5,000 to \$10,000 per youth, which is significantly less than the cost of probation or incarceration.

Today's action authorizes the County Administrator, or designee, to submit the grant proposal to the California Board of State and Community Corrections (BSCC) for consideration.

CONSEQUENCE OF NEGATIVE ACTION:

The County will be unable to apply for the grant from the State.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 26, 2019

Subject: California Department of Social Services, Resource Family Approval Program, Amendment I

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/45 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Social Services to increase the contract amount from \$0 to a new payment limit not to exceed \$36,800, to provide legal services and family evaluations associated with the Resource Family Approval Program, with no change to the term January 1, 2017 through June 30, 2019.

**FISCAL IMPACT:**

This contract amendment will increase the amount the County will pay to the California Department of Social Services by \$36,800. Funding for payment is from Capped Allocation funds, which are 50% State, 50% Federal.

**BACKGROUND:**

The Resource Family Approval (RFA) Program is a unified, family-friendly and child-centered caregiver approval process created to replace multiple processes for licensing foster homes, approving relative and non-relative extended family members as foster care providers, and approving adoptive families. It is a streamlined set of standards for resource family approvals which allow for the safety, permanence, and well-being of the children who have been victims of child

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Elaine Burres,  
608-4960

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

### BACKGROUND: (CONT'D)

abuse and neglect, and decreases the length of time for each to obtain permanency. RFA was created as part of the Continuum of Care Reform (CCR) which was authorized by Senate Bill 1013. California Department of Social Services (CDSS) provides legal consultation and family evaluation (previously referred to as psychosocial assessment) support as related to the RFA program which are necessary in order to expedite the delivery of services to children and non-minor dependents who reside or may reside in an approved resource family home. An agreement was executed with CDSS for these services in June 2017, CDSS has provided an amendment to increase the maximum contract amount from \$0 to \$36,800, to cover program administrative costs. This amendment will allow CDSS to provide the services referenced above to Contra Costa County.

### CONSEQUENCE OF NEGATIVE ACTION:

CDSS is providing Resource Family Approval and Legal Services under this contract/amendment due to previously implemented CCR requirements. Negative action would result in Contra Costa County foster youth having less access to family finding and supportive services to locate and transition into appropriate and stable, permanent placements.

### CHILDREN'S IMPACT STATEMENT:

The contract supports all five of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable and Nurturing"; and 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by providing a streamlined process in expediting service delivery to children and non-minor dependents.

### ATTACHMENTS

Resolution 2019/45

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 03/26/2019 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2019/45**

California Department of Social Services Funding

WHEREAS, the Resource Family Approval (RFA) Program is a united, family-friendly and child-centered caregiver approval process created to replace multiple processes for licensing foster homes, approving relatives and non-relative extended family members as foster care providers and approving adoptive families, and

WHEREAS, RFA was created as part of the Continuum of Care Reform, and supported by Contra Costa County and the California Department of Social Service.

NOW, THEREFORE, BE IT RESOLVED: The Board of Supervisors approves and authorizes the Employment and Human Services Director, or designee, to execute a contract amendment (Agreement No. 16-5012, Amendment 1) with the California Department of Social Services increasing the contract from \$0 to an amount not to exceed \$36,800 to provide legal services and family assessments associated with the Resource Family Approval Program for the period July 1, 2017 through June 30, 2019.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Elaine Burres, 608-4960**

**ATTESTED: March 26, 2019**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 26, 2019

Subject: San Ramon Valley Unified School District Crossing Guard

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chair of the Board of Supervisors to enter into a Memorandum of Understanding with San Ramon Valley Unified School District in an amount not to exceed \$4,217 for partial funding of a crossing guard at the intersection on Hemme Avenue at the Iron Horse Trail Crossing in Alamo for the term of July 1, 2017 through June 30, 2018.

**FISCAL IMPACT:**

No County Cost. Funding is provided by the CSA P-2B Alamo.

**BACKGROUND:**

Over the past several years there have been ongoing safety concerns with students being able to cross safely at the crosswalk located at Hemme Avenue at the Iron Horse Trail Crossing. Safety measures were attempted to make the crosswalk safer for Rancho Romero Elementary School students. Despite these improvements the crosswalk is still deemed dangerous by Alamo residents and the San Ramon Valley Unified School District. The Office of the Sheriff's role in the Rancho Romero Elementary School crossing guard is limited to only funding the position with The Alamo

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Sandra Brown,  
925-335-1553

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Police Services Advisory Committee Traffic Safety Fund. This fund contains provisions that allow for the use of its assets for traffic accident prevention and specifically to pay to the compensation of school crossing guards. The crossing guard will be an employee of the San Ramon Valley School District.

This MOU, if approved, would be retroactive and includes mutual indemnification. The CSA P-2B Advisory Committee has not approved funding beyond the term of this MOU.

CONSEQUENCE OF NEGATIVE ACTION:

Not approving this agreement will continue to cause an ongoing safety concerns.

CHILDREN'S IMPACT STATEMENT:

The impact of passing this agreement will create a safer environment for the children of Alamo.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: Approve a contract with Valley Operators LLC, effective April 1, 2019, to increase the payment limit & extend the term.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Valley Operators LLC, effective April 1, 2019, to increase the payment limit by \$100,000 to a new payment limit of \$200,000, for additional on-call water treatment facility operation and maintenance services and extend the term from August 31, 2020 to December 31, 2021, Bethel Island and Byron areas. (District III) (Project No. 7473-6X9E71)

**FISCAL IMPACT:**

100% Federal, State, Local and/or General Funds.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Carl Roner - (925)  
313-2213

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Slava Gospodchikov - Engineering Services , Carl Roner- Special Districts, Rochelle Johnson - Special Districts, Scott Anderson - Special Districts, Paulette Denison- Finance, Valley Operator LLC

**BACKGROUND:**

Contra Costa County Public Works (County) manages a drinking water treatment facility located at the Willow Mobile Home Park in County Service Area M-28 and at the Orin Allen Youth Rehabilitation Facility. The County currently has a contract with Valley Operators LLC, to provide on-call water treatment services to CSA M-28. These water treatment services include, but are not limited to, maintenance and operation of the water treatment system, as well as responding to emergency situations at the site. This amendment would allow the contractor to continue providing these services to CSA M-28, as well as include the Orin Youth Rehabilitation Facility. Both facilities are remotely located from available County employee resources and the County's economic interests are served by using the contractor for the services described herein.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without Board approval the Orin Youth Rehabilitation Facility may have a delay in water treatment services available in cases of an emergency.

**ATTACHMENTS**

Valley Operators LLC, Draft Amendment #1



**CONTRACT AMENDMENT AGREEMENT  
(Purchase of Services – Long Form)**

Number: F4619000  
Fund/Org: 7473  
Account: 2310  
Other: 6X9E71

1. **Identification of Contract to be Amended.**

Number: F4619000

Effective Date: September 1, 2017

Department: Public Works

Subject: On-Call Water Treatment Facility Operation and Maintenance Services for CSA M-28

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Valley Operators LLC

Capacity: California Limited Liability Company

Address: 1211 Como Drive, Manteca, CA 95337

3. **Amendment Date.** The effective date of this Contract Amendment Agreement is April 1, 2019.

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the “Amendment Specifications” attached hereto which are incorporated herein by reference.

5. **Signatures.** These signatures attest the parties’ agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

<p>BOARD OF SUPERVISORS</p> <p>By: _____ Chair/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By: _____ Deputy</p>
---	--

**CONTRACTOR**

<p>Signature A Name of business entity: Valley Operators LLC, a California Limited Liability Company</p> <p>By: _____ (Signature of individual or officer)</p> <p>_____ (Print name and title A, if applicable)</p>	<p>Signature B Name of business entity: Valley Operators LLC, a California Limited Liability Company</p> <p>By: _____ (Signature of individual or officer)</p> <p>_____ (Print name and title B, if applicable)</p>
---	---

**Note to Contractor:** For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

**AMENDMENT SPECIFICATIONS**

**(Administrative) Amendment No. 1**

Valley Operators LLC  
(September 1, 2017 – December 31, 2021)

Due to a greater than anticipated need of Contractor’s services, and County’s need for additional Contractor services, for good and valuable consideration, in exchange for the mutual promises set forth in this Amendment No. 1, County and Contractor hereby amend the Contract as follows:

1. The Term set forth in Section 3 (Term) of the Contract is hereby extended from August 31, 2020 to December 31, 2021.
2. Section 4 (Payment Limit) of the Agreement is hereby amended by increasing the payment limit by \$100,000 from \$100,000 to a new Payment Limit of \$200,000.
3. Section I (DESCRIPTION OF SERVICES) of the Service Plan is hereby deleted in its entirety and replaced with the following:

**“ I. DESCRIPTION OF SERVICES**

“Contractor will provide on-call operation and maintenance services for the water treatment facility located at Willow Mobile Home Park, 3656 Willow Road, Bethel Island, CA 94511 and the well system at the Orin Allen Youth Rehabilitation Facility, 4491 Bixler Road, Byron (Facilities) as requested by the Contra Costa County Public Works Department (Dept.) (the “Services”). The Facilities at which Contractor will be performing the Services are remote from available County employee resources and the County’s economic interests are served by using the Contractor for the Services described herein.”

4. Section II (DEPARTMENT CONTACT INFORMATION / NOTICES) of the Service Plan is hereby deleted in its entirety and replaced with the following:

**“ II. DEPARTMENT CONTACT INFORMATION / NOTICES**

“Contractor will send all notices, reports, and correspondence to:

Contra Costa County Public Works Department  
Attention: Special Districts  
255 Glacier Drive  
Martinez, CA 94553

The points of contract during this Contract are as follows (listed in call out order in the event of an emergency:

For County:

Jessi Duffy, Senior Engineering Technician (925) 313-2286 (work)

Initials: \_\_\_\_\_  
Contractor County Dept.

**AMENDMENT SPECIFICATIONS**

**(Administrative) Amendment No. 1**

Carl Roner, Senior Civil Engineer	(925) 313-2213 (work) (925) 723-2105 (cell)
Slava Gospodchikov, Engineering Services Division Manager	(925) 313-2316 (work)
Jay Humiston, Orin Allen Youth Rehabilitation Facility	(925) 383-7818 (work)
<u>For Contractor:</u>	
Casey Wichert, Operator/President	(866) 684-2755 (work) (209) 483-5525 (cell)
Jacquelyn Parsons, Operator	(925) 354-3234 (cell)''

5. Section III (AUTHORIZED REPRESENTATIVES) of the Service Plan is hereby deleted in its entirety and replaced with the following:

**“ III. AUTHORIZED REPRESENTATIVES**

“County’s Contract Administrator for this Contract is Carl Roner, Senior Civil Engineer. Contractor’s Contract Administrator for this Contract is Casey Wichert, President of Valley Operators LLC. During the term of this Contract, the individuals listed below are authorized to execute task orders (each, an “Authorized Representative”).

**A. Authorized Representative on behalf of the Dept.**

1. Any Public Works Dept. Deputy Director
2. Slava Gospodchikov, Engineering Services Division Manager

**B. Authorized Representative on behalf of the Contractor**

Casey Wichert, President of Valley Operators LLC”

6. Section V (SCOPE OF SERVICES) of the Service Plan is hereby deleted in its entirety and replaced with the following:

**“ V. SCOPE OF SERVICES**

- A. Contractor shall conduct all Services according to current, applicable laws, regulations, guidelines, protocols, industry standards, and other applicable requirements. Task Orders will detail specific services required.
- B. Contractor will equip itself with all tools, supplies, equipment, and parts necessary to perform Services as specified in a Task Order. These Services may include, but are not limited to:
  1. Monitoring, troubleshooting, and testing all components, instruments, machines, and systems comprising the Facilities; diagnosing potential problems; identifying necessary repairs; identifying minor electrical repairs; and submitting timely repair requests. Contractor will inform County as soon as possible of any potential, suspected, or actual problems with the Facilities. In the case of an emergency, Contractor will inform County of any problems by telephone upon learning of them;

Initials: \_\_\_\_\_  
Contractor County Dept.

Amendment No. 1

Page 2 of 3

**AMENDMENT SPECIFICATIONS**

**(Administrative) Amendment No. 1**

2. Assisting with equipment selection and installation;
3. Inputting readings from instruments on the provided data log;
4. Checking and filling all chemical storage tanks;
5. Submitting requests for County-approved chemicals needed for operation to County for ordering;
6. Testing chlorine and pH levels;
7. Checking and maintaining all well pumps, high-speed booster pumps and injection pumps;
8. Performing sampling of the water at the Facilities, coordinating with a County-approved laboratory to perform all required lab testing, and transporting samples to the County-approved laboratory using appropriate chain of custody and preservation protocol. Summarize and submit laboratory results to County. The County-approved laboratory is:  
Cerco Analytical  
100 Willow Pass Court  
Concord, CA 94520  
Telephone: (925) 462-2771
9. Changing pre-filters; and
10. Calibrating instruments;

- C. Contractor will assist County staff and County designated consultants with work related to capital projects in County Service Area M-28 as specified in a Task Order. Typical Contractor services related to capital project will include, but are not limited to: assisting with operational challenges, equipment and system efficiency upgrades, and inspection and monitoring of capital improvements and existing equipment.
- D. Emergency Services: Contractor shall be on-call 24 hours per day, 7 days per week, including holidays, to correct system malfunctions and respond to other emergencies. Contractor shall respond and be present at the Facility within 45 minutes of being notified by telephone of an emergency. Contractor will document and inform the County of any emergency service calls within 24 hours of the emergency incident.”

All other terms and conditions referenced in the original Contract entered into on September 1, 2017, between County and Contractor, not modified by this Amendment No. 1, shall remain in full force and effect.”

Initials: \_\_\_\_\_  
Contractor                      County Dept.

Amendment No.   1  

Page 3 of 3

**STANDARD CONTRACT**  
**(Purchase of Services – Long Form)**

Number:  
Fund/Org: 7473  
Account: 2310  
Other: 6x9E71

1. **Contract Identification.**

Department: Public Works

Subject: On-Call Water Treatment Facility Operation and Maintenance Services for CSA M-28

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Valley Operators LLC

Capacity: California Limited Liability Company

Address: 1211 Como Dr, Manteca, CA 95337

3. **Term.** The effective date of this Contract is September 1, 2017. It terminates on August 31, 2020 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ 100,000.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

**STANDARD CONTRACT**  
**(Purchase of Services – Long Form)**


Number:  
Fund/Org: 7473  
Account: 2310  
Other: 6x9E71

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

Government Code section 31000

10. **Signatures.** These signatures attest the parties' agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

<b>BOARD OF SUPERVISORS</b>  By: <u></u> Chair/Designee	<b>ATTEST: Clerk of the Board of Supervisors</b>  By: _____ Deputy
---	---

**CONTRACTOR**

<b>Signature A</b> Name of business entity: Valley Operators LLC, a California Limited Liability Company  By: <u></u> (Signature of individual or officer)  <u>CASEY WICKET OWNER</u> (Print name and title A, if applicable)	<b>Signature B</b> Name of business entity: Valley Operators LLC, a California Limited Liability Company  By: <u></u> (Signature of individual or officer)  <u>Lynne Wicket, CFO</u> (Print name and title B, if applicable)
--	--

**Note to Contractor:** For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF CONTRA COSTA )

On April 21 2017 (Date),  
before me, ANA ISABEL ORTIZ, NOTARY PUBLIC

(Name and Title of the Officer),  
personally appeared, Casey Alan Wichert & Lynne R Wichert

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]  
Signature of Notary Public

see Attached notary

Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: [Signature]  
Designee

FORM APPROVED BY COUNTY COUNSEL

By: [Signature]  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: [Signature]  
Designee

Eric Gelston

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Joaquin }

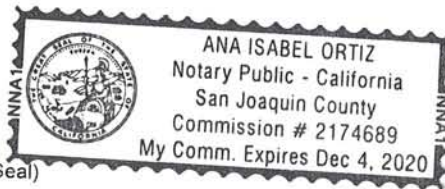
On April 21 2017 before me, ANA ISABEL ORTIZ, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared Casey Alan Wickert & Lynne R Wickert,  
 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.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Public Signature



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Standard Contract pos long form  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ke Document Date 4/21/17

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$          monthly, or
- b. \$          per unit, as defined in the Service Plan, or
- c. \$          after completion of all obligations and conditions herein.
- d. Other: As set forth in Section VIII (Payment Provisions) of the Service Plan.
2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials:     *SW*      
Contractor

    *[Signature]*      
County Dept.

Valley Operators LLC

**ON-CALL WATER TREATMENT FACILITY OPERATION AND MAINTENANCE SERVICES FOR CSA M-28**

**I. DESCRIPTION OF SERVICES**

Contractor will provide on-call operation and maintenance services for the reverse-osmosis water treatment facility located at the Willow Mobile Home Park on Bethel Island ("Facility") as requested by the Contra Costa County Public Works Department (Dept.) (the "Services"). The Facility at which the Contractor will be performing the Services is remote from available County employee resources and the County's economic interests are served by using Contractor for the Services described herein.

**II. DEPARTMENT CONTACT INFORMATION / NOTICES**

Contractor will send all notices, reports, and correspondence to:

Contra Costa County Public Works Department  
Attn.: Special Districts  
255 Glacier Drive  
Martinez, CA 94553

The points of contact during this Contract are as follows (listed in call out order in the event of an emergency):

For County:

Jessi Duffy, Senior Engineering Technician	(925) 313-2286 (work)
Warren Lai, Engineering Services Division Manager	(925) 313-2180 (work)
	(925) 348-4937 (cell)

For Contractor:

Casey Wichert, Operator/President	(866) 684-2755 (work)
	(209) 483-5525 (cell)
Jacquelyn Parsons, Operator	(925) 354-3234 (cell)

**III. AUTHORIZED REPRESENTATIVES**

County's Contract Administrator for this Contract is Jessi Duffy, Senior Engineering Technician. Contractor's Contract Administrator for this Contract is Casey Wichert, President of Valley Operators LLC. During the term of this Contract, the individuals listed below are authorized to execute task orders (each, an "Authorized Representative").

**A. Authorized Representative on behalf of the Dept.**

1. Any Public Works Dept. Deputy Director
2. Warren Lai, Engineering Services Division Manager

**B. Authorized Representatives on behalf of the Contractor**

Casey Wichert, President of Valley Operators LLC

**IV. TASK ORDER PROCEDURES**

All on-call operation and maintenance services for the Facility will be initiated in the form of a Task Order (Appendix A) which will have a detailed scope of work.

**A. Preliminary Task Order Request**

Dept. will issue a written preliminary Task Order request (Request) to Contractor. The Request will briefly describe the project, specify the location, contain the requested scope of services, and specify any

performance deadlines.

**B. Task Order Response (Proposal and Cost Estimate)**

As directed by Dept., Contractor will respond in writing on Contractor's letterhead to each Request with a Task Order Response (Response). The Response will include any proposed revisions to Dept.'s proposed scope of services, a cost proposal breakdown for the services and deliverables specified in the Request, including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. Rates listed in the cost proposal must be consistent with the rates listed in Section VIII (Payment Provisions) of this Contract.

**C. Task Order Authorization**

Once Dept. and Contractor agree to the scope of services to be performed, a cost breakdown, and commencement date for the services and deliverables identified in the Request and the Response, a Task Order will be processed as follows:

1. Dept. will review the Response and issue two (2) original Task Orders.
2. The Contractor's Authorized Representative, identified in Section III (B) of this Service Plan, will sign and return both original Task Orders to the Dept. within three (3) business days of receipt of the Task Orders, or as otherwise specified by the Dept.
3. The Dept.'s Authorized Representative, identified in Section III (A) of this Service Plan, will sign both original Task Orders and return one (1) fully executed original Task Order to the Contractor who will begin work as set forth in the Task Order.

**Note:** A Task Order is of no force or effect until it is signed by the Dept.'s Authorized Representative. Contractor will not commence work, and no expenditures are authorized, until the Task Order for the particular task and products at issue is executed. The Dept. Authorized Representative will not authorize Task Orders that cause the payment limit of this Contract to be exceeded. Services performed by Contractor that were not authorized by the Dept.'s Authorized Representative are outside the scope of this Contract. Dept. may not compensate Contractor for such Services.

**V. SCOPE OF SERVICES**

- A. Contractor will conduct all Services according to current, applicable laws, regulations, guidelines, protocols, industry standards, and other applicable requirements. Task Orders will detail specific services required.
- B. Contractor will equip itself with all tools, supplies, equipment, and parts necessary to perform Services as specified in a Task Order. These Services may include, but are not limited to:
  1. Monitoring, troubleshooting and testing all components, instruments, machines, and systems comprising the Facility; diagnosing potential problems; identifying necessary repairs; and submitting timely repair requests. Contractor will inform County as soon as possible of any potential, suspected, or actual problems with the Facility. In the case of an emergency, Contractor will inform County of any problems by telephone upon learning of them;
  2. Inputting readings from instruments on the provided data log;
  3. Checking and filling all chemical storage tanks;
  4. Submitting requests for County approved chemicals needed for operation to County for ordering;
  5. Testing chlorine and pH levels;
  6. Checking and maintaining all well pumps, high speed booster pumps and injection pumps;
  7. Performing sampling of the water at the Facility and coordinating with a County approved laboratory

to perform all required lab testing. Summarize and submit laboratory results to County;

- 8. Changing pre-filters; and
- 9. Calibrating instruments.

- C. Contractor will assist County staff and County designated consultants with work related to capital projects in County Service Area M-28 as specified in a Task Order. Typical Contractor services related to capital projects will include, but are not limited to: assisting with operational challenges, system efficiency upgrades, and inspection and monitoring of capital improvements.
- D. Emergency Services: Contractor shall be on-call 24 hours per day, 7 days per week, including holidays, to correct system malfunctions and respond to other emergencies. Contractor shall respond and be present at the Facility within 45 minutes of being notified by telephone of an emergency. Contractor will document and inform the County of any emergency service calls within 24 hours of the emergency incident.

**VI. NON-EXCLUSIVE AGREEMENT**

Contractor acknowledges that this Contract is not exclusive and that Dept. may, at any and all times during the term of this Contract, obtain water treatment facility operations and maintenance services from any appropriate source.

**VII. PERSONNEL**

**A. Qualified Persons**

Contractor shall employ qualified persons in performance of this Contract in accordance with California guidelines, standards, rules and regulations, and laws related to the operations of water treatment facilities. At a minimum, Contractor shall be licensed as a California Grade I Water Treatment Operator to perform all work under this Contract.

**B. Licensing**

Contractor shall maintain the following licenses at all times and provide copies of them to the County: a California contractor's license, Water Treatment Operator (T1) license, and Water Distribution Operator (D1) State Certification.

**VIII. PAYMENT PROVISIONS**

**A. Rates**

County will pay Contractor for Services at the hourly rates and for other costs as set forth below. These rates shall remain in effect for the duration of this Contract.

- 1. Normal Operations (Weekdays and Weekends, 7:00 a.m. – 7:00 p.m.) \$95.00/hr
- 2. Emergency Call-Outs (Weekdays and Weekends, 7:00 p.m. – 7:00 a.m.) \$142.50/hr
- 3. Holidays (As observed by Contra Costa County Public Works Department) \$142.50/hr
- 4. Travel Time (per round trip) – Billed at 1/2 the Normal Operations hourly rate, not to exceed 1/2 hour.

**B. Annual Rate Increases**

Contractor may request an increase in the hourly rates set forth in Section VIII (A) of this Service Plan, on an annual basis, in September of each calendar year during the term of this Contract, beginning with September 2018. The proposed increase in hourly rates cannot exceed the actual increase in the hourly rates paid by Contractor to its staff. Contractor shall provide Agency with at least 30 days advance written notice of a proposed increase. Subject to approval by Agency's department head, the proposed increase will be effective 30 days following receipt of Contractor's request. An increase in the hourly rates shall not result in any increase in the Payment Limit specified in Section 4 (Payment Limit) of this Contract.

**C. Reimbursables**

The rate for reimbursables will be paid according to the following chart:

Mileage	Included in the hourly rate
Parking Toll	At cost with original receipt
Parts	At cost with original receipt
Hotel/Food	Non-reimbursable items
Postage/Express Mail	Included in the hourly rate
Photocopies/Printing	Included in the hourly rate

**D. Invoices**

Contractor will submit monthly invoices to Dept. Project Manager on Contractor letterhead for services provided under each Task Order until Dept. determines that Task Order work is complete.

1. Invoices must include invoice number, date of invoice, and reference the time period of when services were performed [Example: Services provided between January 1, 2015 through January 31, 2015:].
2. Invoices must include a summary of contract charges (see example below):  
On-Call Contract payment limit: \$ \_\_\_\_\_  
Total previous invoice amounts: \$ \_\_\_\_\_  
Remaining Contract Amount: \$ \_\_\_\_\_

3. Invoices must specify Task Order number, Project Name & Number, Task Order payment limit, list total previous billed amounts, and remaining budget for the task order (See example format below):  
Task Order # (insert): (insert Project Name & Number)  
Task Order payment limit: \$ \_\_\_\_\_  
Total previously billed amounts \$ \_\_\_\_\_  
Remaining Task Order Budget: \$ \_\_\_\_\_

4. Invoices must specify hours, rates and task description of the work performed, consistent with Rates (above).

**E. Expenses**

Contractor shall not make any expenditure in excess of routine repair or maintenance without approval by County staff. All items reimbursed by the County will be considered County property.

SPECIAL CONDITIONS  
(Purchase of Services - Long Form)

Contractor and Agency agree that the following Special Conditions are part of this Contract.

As used in this Contract, the terms "Agency", "Local Agency", and "County" all mean Contra Costa County.

As used in this Contract, the term "Agreement" has the same meaning as "Contract."

1. No payment will be made prior to Agency's approval of any work, nor will Contractor perform any work prior to Agency's approval of this Contract.
2. California Labor Code Section 1771.1(a) is hereby incorporated into the Agreement as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
3. Payment Retention. County will not retain any funds.
4. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Contract, shall be delivered to and become the property of County. Contractor shall retain, and make available to County in accordance with Section 3(a) Retention of Records, all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Contract.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
  - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

  
Contractor

  
County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

  
Contractor

  
County Dept.



**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

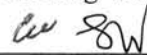
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

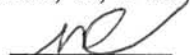
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so

  
Contractor

  
County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
  
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
  
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
  
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
  - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all

  
Contractor

  
County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice

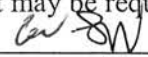
  
Contractor

  
County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
  - If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
  - If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate

  
Contractor

  
County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

  
Contractor

  
County Dept.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 26, 2019

Subject: Allocation of Funds from Livable Communities Trust (District I portion)

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**RECOMMENDATION(S):**

ALLOCATE \$51,174 from the Livable Communities Trust (District I portion) to RYSE, Inc., for the planning, design and construction of the RYSE Youth Center Capital Expansion Project, as recommended by Supervisor Gioia.

**FISCAL IMPACT:**

No General Fund impact. This action allocates \$51,174 from the District I portion of the Livable Communities Trust Fund. The current balance in the District I portion of the Fund is \$51,174.10.

**BACKGROUND:**

The Livable Communities Trust Fund (Fund) is a Special Revenue Mitigation Fund that was established by the Board of Supervisors on November 15, 2005, following the approval of the Camino Tassajara Combined General Plan Amendment Project, also known as the Alamo Creek and Intervening Property residential projects, and was required as a condition of approval. The Fund was established to implement the County's Smart Growth Action Plan. The residential developers pay an \$8,000 per unit fee (excluding affordable housing portions of the project) into the Fund. The Department of Conservation and Development administers the Fund. On December 3, 2013, the Board of Supervisors determined that revenue from the Fund should be spent equally among the supervisorial districts.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Kristin Sherk, (925)  
674-7887

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

At complete build-out, deposits to the Fund will total \$8,448,000. As of February 22, 2019, the account has collected \$8,096,000 in fees, and \$611,520.50 in accrued interest with \$5,963,545.50 remaining in uncommitted funds. The approved expenditures to date are shown in the attached "LCT Project List."

RYSE, Inc.(RYSE) currently operates a free public youth center in the City of Richmond that serves low-income youth in West Contra Costa County ages 13-21 including those who are in and out of school, college bound, homeless, Lesbian, Gay, Bisexual, and Transgender, and some who have been incarcerated. RYSE is planning a capital expansion project. The expansion will allow RYSE to add and enhance services provided to West Contra Costa County youth including expanding partnerships with aligned health, recreation, education, technology, and arts organizations; expanding the age range served to 11-24; expanding to weekend programming, providing services and opportunities for young people's family members; and collaborating with John Muir Hospital, LifeLong Medical and others to create a "health home" for young people in West Contra Costa County that ensures linkages and on-site services (in particular mental health and primary care).

The project supports goal four of the Smart Growth Action Plan to promote economic revitalization in urban infill communities. The next step will be for the Department of Conservation and Development to work with RYSE, Inc. to draft a professional services contract for execution by RYSE, Inc. and the County Purchasing Agent.

## CONSEQUENCE OF NEGATIVE ACTION:

The RYSE Youth Center Capital Expansion Project would not receive the subject funds, and the ability to complete the project would be compromised.

## CHILDREN'S IMPACT STATEMENT:

The RYSE Youth Center Capital Expansion Project supports outcome 5: Communities are Safe and Provide a High Quality of Life for Children and Families.

## ATTACHMENTS

LCT Project List

Liveable Communities Trust Fund

List of Projects

Number	Board Date	Project	Amount	Sup District		Expenditures	Remaining Balance
2013-01	10/22/2013	Northern Waterfront	\$ 250,000	All		\$ 250,000.00	\$ -
2016-01	6/14/2016	Heritage Point	\$ 1,432,830	I		\$ 57,599.72	\$ 1,375,230.28
2016-02	12/20/2016	Marsh Creek Trail	\$ 250,000	III		\$ -	\$ 250,000.00
2016-03	12/20/2016	Agriculture Policy Study	\$ 150,000	III		\$ 150,000.00	\$ -
2017-01	3/7/2017	Agra Tech Solar Light Greenhouse	\$ 50,000	IV and V	50% each	\$ 50,000.00	\$ -
2017-02	3/14/2017	Rides for Veterans (Mobility Matters)	\$ 33,458	II		\$ 33,458.00	\$ -
2017-02	3/14/2017	Rides for Veterans (Mobility Matters)	\$ 50,187	IV		\$ 50,187.00	\$ -
2017-03	9/19/2017	Garden Park Apartments	\$ 125,000	IV		\$ 125,000.00	\$ -
2018-01	1/16/2018	SRV Street Smarts - 2018	\$ 20,000	II		\$ 20,000.00	\$ -
2018-02	2/27/2018	Contra Costa Housing Security Fund	\$ 10,000	II		\$ 10,000.00	\$ -
2018-03	3/27/2018	Newell Avenue Pathway	\$ 75,000	II		\$ 75,000.00	\$ -
2018-04	3/27/2018	Tri Valley Rising Report	\$ 10,000	II		\$ 10,000.00	\$ -
2018-05	6/12/2018	RYSE Acquisition - Phase 1	\$ 25,000	I		\$ 25,000.00	\$ -
2018-06	12/4/2018	SRV Street Smarts - 2019	\$ 20,000	II		\$ 20,000.00	\$ -
2018-07	12/18/2018	Choice in Aging	\$ 40,000	IV		\$ -	\$ 40,000.00
2019-01	1/15/2019	Friends of the El Sobrante Library	\$ 140,000	I		\$ 140,000.00	\$ -
2019-02	3/26/2019	RYSE Acquisition - Phase 2	\$ 42,500	I		\$ -	\$ 42,500.00
2019-03	3/26/2019	RYSE Center Capital Expansion Project	\$ 51,174	I		\$ -	\$ 51,174.00
<b>Total Allocated</b>			<b>\$ 2,775,149</b>	<b>Total Expenditures</b>		<b>\$ 1,016,244.72</b>	





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 26, 2019

Subject: Contract #76-609-1 with Lumetra Healthcare Solutions

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-609-1 with Lumetra Healthcare Solutions, a corporation, in an amount not to exceed \$161,000, to provide consultation and technical assistance regarding electronic health record technology to meet meaningful use objectives for Centers for Medicare and Medicaid Services (CMS) Incentive Programs, for the period April 1, 2019 through March 31, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**

On April 17, 2018, the Board of Supervisors approved Contract #76-609 with Lumetra Healthcare Solutions to provide consultation and technical assistance regarding electronic health record technology to improve quality and safety, reduce health disparities, improve care coordination, increase transparency and efficiency, and increase attestation rates for qualification for Centers for Medicare and Medicaid Services (CMS) Incentive Programs for the period April 1, 2018

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Samir Shah, M.D.,  
925-370-5525

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: A Floyd, M Wilhelm

BACKGROUND: (CONT'D)

through March 31, 2019.

Approval of Contract #76-609-1 will allow the Contractor to continue providing consultation and technical assistance services through March 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not have access to Contractor's services and may not increase attestation rates.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 26, 2019

Subject: 2018-19 Aspiranet Childcare Services Contract Amendment 2

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Aspiranet, a nonprofit corporation, to increase the payment limit by \$144,298 to a new payment limit of \$828,298 with no change to period July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

The contract is 100% funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start. County match is not required.

CFDA Number: 93.708  
County Contract Number: 38-957-6

**BACKGROUND:**

Contra Costa County receives funds from the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start, to provide Early Head Start program services to program eligible County residents. The Employment and Human Services Department, in turn,

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- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: CSB (925)  
681-6333

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Monica DeVera, Haydee Ilan

BACKGROUND: (CONT'D)

contracts with a number of community-based organizations to provide a wider distribution of services. The board approved a contract with Aspiranet to provide coordination services of Home-based Early Head Start programs throughout the County on July 10, 2018 (c.56). The original contract provided services to 102 pregnant women and/or children ages birth to three years old. On December 4, 2018 (c.59) the board then approved an amendment to increase the childcare slots from 102 to 118. This board order is to approve the addition of 50 childcare slots for the period March 1, 2019 through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, fewer eligible families will be served by the County's Early Head Start Enhancement program.

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income pregnant women and families throughout Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: APPROVE a contract with West Coast Electric Services Company, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with West Coast Electric Services Company, Inc., in an amount not to exceed \$2,000,000 for general electrical, main switchgear and infrared testing and maintenance, for the period April 1, 2019 through January 31, 2022, Countywide.

**FISCAL IMPACT:**

This cost is to be funded through Facilities Services maintenance budget. (100% General Fund)

**BACKGROUND:**

Facilities Services has

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Ted Lavelle  
925-313-7077

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

been tasked with several requests for electrical upgrades to County facilities. The amount of work has surpassed Facilities' ability to conduct work in a timely manner with the current staff. Bidsync # 1809-301 solicited several electrical contractors interested in performing sublet work for Facilities Services. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. West Coast Electric Services Company, Inc. was selected for general electrical, main switchgear and infrared testing and maintenance.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, general electrical, main switchgear and infrared testing and maintenance services will be delayed and/or discontinued.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 26, 2019

Subject: Amendment #77-014-3 with Friendly Cab Company, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #77-014-3 with Friendly Cab Company, Inc., a corporation, effective May 1, 2019, to amend Contract #77-014-2 to increase the payment limit by \$150,000, from \$125,000 to a new payment limit of \$275,000, with no change in the original term of April 1, 2018 through March 31, 2020.

**FISCAL IMPACT:**

This amendment is funded 100% by Contra Costa Health Plan (CCHP) Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On March 27, 2018, the Board of Supervisors approved Contract #77-014-2 with Friendly Cab Company, Inc., to provide non-medical transportation services for ambulatory CCHP members for the period April 1, 2018 through March 31, 2020. Due to an increased level of utilization, the County requested and the Contractor agreed to increase non-medical transportation services for ambulatory CCHP members for the remainder of the Contract.

Approval of Contract Amendment Agreement #77-014-3 will allow the Contractor to provide additional non-medical transportation services for CCHP members through March 31, 2020.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Sharron Mackey,  
925-313-6104

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm





CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain non-medical transportation services for CCHP members will not be increased by this Contractor.



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: March 26, 2019

Subject: Amendment to Contract with Greenan, Pepper, Sallander & Lally

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Counsel, or designee, to execute, on behalf of Contra Costa County and the Contra Costa County Flood Control and Water Conservation District, an amendment to a contract for specialized professional services with Greenan, Pepper, Sallander & Lally, to allow for an increase in fees beginning June 1, 2019, as recommended by the County Counsel.

**FISCAL IMPACT:**

Eminent domain and real property matters will be charged to pertinent project accounts. The amendment increases the hourly billing rates for attorneys to \$295 per hour. All other terms of the contract will remain unchanged.

**BACKGROUND:**

On August 1, 2011, the County entered into a new contract with Greenan, Pepper, Sallander & Lally for specialized legal services, including eminent domain services, as requested by the County Counsel. On November 1, 2015, the contract was amended to add billing rates for paralegals, update reimbursable costs, and allow for a blended hourly rate of \$265 for all attorneys.

Effective June 1, 2019,

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: 03/26/2019  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Stephen M. Siptroth,  
(925) 335-1817

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the firm will increase its billing rates for attorneys, from \$265 per hour, to \$295 per hour, but requests no other changes to the contract. Due to the specialized nature of the services the firm provides, the County Counsel recommends approving an amendment to the firm's legal services contract to increase the firm's attorney billing rates to \$295 per hour. This amendment clarifies that both the County and the Contra Costa County Flood Control and Water Conservation District may receive services under this contract.

CONSEQUENCE OF NEGATIVE ACTION:

The firm's new billing rates would not be effective, and the firm could terminate the contract.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 26, 2019

Subject: Contract #26-473-27 with SHC Services, Inc. (dba Supplemental Health Care)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-473-27 with SHC Services, Inc. (dba Supplemental Health Care), a corporation, in an amount not to exceed \$1,500,000 to provide temporary medical staffing services for Contra Costa Regional Medical Center (CCRMC), Contra Costa Health Centers and County’s Detention Facilities for the period from April 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On September 11, 2018, the Board of Supervisors approved Contract #26-473-25 (as amended by Amendment Agreement #26-473-26) with SHC Services, Inc. (dba Supplemental Health Care), to provide temporary nurses, medical assistants and other ancillary staff services for CCRMC, Contra Costa Health Centers and County’s Detention Facilities, for the period from April 1, 2018, through March 31, 2019.

Approval

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Jaspreet Benepal,  
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

of Contract #26-473-27 will allow the Contractor to continue to provide temporary medical staffing services to assist the divisions during peak workloads, temporary absences and emergency situations, through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients at CCRMC, Contra Costa Health Centers and Detention Centers will not have access to Contractor's services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Dianne Dinsmore, Human Resources Director  
Date: March 26, 2019

Subject: Mass Mutual contract extension

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Human Resources Director, or designee, to execute a three-month extension to the Administrative Services Agreement with Massachusetts Mutual Life Insurance Company, to extend the term from April 1, 2019 to June 30, 2019 to continue to provide plan administration for the 457 Deferred Compensation Plan as the County transitions to the new recordkeeper.

**FISCAL IMPACT:**

The program is funded through plan participant fees. There is no fiscal impact beyond overhead administration support costs, which are reimbursed annually by the plan.

**BACKGROUND:**

Massachusetts Mutual Life Insurance Company (MassMutual) is the current recordkeeper for the County's 457 Deferred Compensation plan. Following a recent Request for Proposal process, the Board of Supervisors, on February 26, 2019, authorized negotiation of a contract with Empower Retirement as the new recordkeeper with a tentative conversion date of July 1, 2019. The MassMutual contract expires March 31, 2019. A 90-day extension is necessary to provide time sufficient time for employee outreach and education to ensure a smooth transition.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Dianne Dinsmore  
925-335-1776

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this extension is not granted, the MassMutual contract will expire before the plan can be transitioned to the new recordkeeper, Empower Retirement.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: Contract Amendment with Kimley-Horn and Associates, Inc., Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Kimley-Horn and Associates, Inc., effective April 1, 2019, to extend the term from April 1, 2019 through December 31, 2019, to provide on-call transportation engineering services, Countywide. (All Districts)

**FISCAL IMPACT:**

100% Local Road Funds.

**BACKGROUND:**

The original on-call transportation engineering services contract was

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Mary Halle,  
925.313.2327

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



BACKGROUND: (CONT'D)

due to terminate on April 1, 2018. On March 27, 2018, the Board approved Contract Amendment 1, which extended the term of the contract through April 1, 2019 and increased the payment limit to \$250,000.

Proposed Amendment No. 2 will extend the term of the contract for Kimley-Horn and Associates so they can continue to provide services on a current task order related to the State Route 4/Bailey Road Interchange Project. Due to the complexity of work within Caltrans Right of Way, these efforts are not yet complete.

CONSEQUENCE OF NEGATIVE ACTION:

If the contract is not approved, necessary transportation projects may not be completed in a timely manner which may jeopardize funding and delay design and construction of various road projects.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 26, 2019

Subject: J. Steinman Enterprise

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with J. Steinman Enterprise to increase the payment limit by \$50,000 to a new payment limit of \$125,000 for equipment repair services with no change in the contract term of April 1, 2017 through May 31, 2020.

**FISCAL IMPACT:**

Additional \$50,000 budgeted.

**BACKGROUND:**

The Office of the Sheriff-Coroner detention facilities must have a contractor that provides 24 hour service to repair industrial laundry machines and property room conveyors. The contractor must provide repairs and maintenance to these machines at all three of the detention facilities. J. Steinman Enterprise is the Office of the Sheriff's current contractor and additional money is needed on the contract to be able to process invoices through the end of the term of the contract in 2020.

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Sandra Brown,  
925-335-1553

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff's washers and dryers for inmate services will continue to breakdown and become inoperable.

CHILDREN'S IMPACT STATEMENT:



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 26, 2019

Subject: Amendment #24-794-12(6) with BHC Fremont Hospital, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #24-794-12(6) with BHC Fremont Hospital, Inc., a corporation, effective October 1, 2018, to amend Contract #24-794-12(2) to increase the payment limit by \$978,723 from \$300,000 to a new payment limit of \$1,278,723, with no change in the term of July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This amendment is funded 100% by Mental Health Realignment Trust Fund.

**BACKGROUND:**

Assembly Bill (AB) 757, (Chapter 633, Statutes of 1994), authorized the transfer of state funding for Fee-For-Service/Medi-Cal acute psychiatric inpatient hospital services from the Department of Health Services to the Department of Health Care Services. On January 1, 1995, the Department of Mental Health transferred these funds and the responsibility for authorization and funding of Medi-Cal acute psychiatric inpatient

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Matthew White, M.D.,  
925-957-5201

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

hospital services to counties that chose to participate in this program.

In June, 2018, the County Administrator approved and the Purchasing Services Manager executed Contract #24-794-12(2), as amended by Amendment Agreements #24-794-12(3) and #24-794-12(4), with BHC Fremont Hospital, Inc. for the provision of inpatient psychiatric hospital services to County-referred children, adolescents and adults for the period from July 1, 2018 through June 30, 2019.

Due to an increase in the number of patients needing inpatient psychiatric services, County referred clients to Contractor when Contra Costa Regional Medical Center and John Muir Behavioral Health were both full.

Approval of Contract Amendment Agreement #24-794-12(6) will allow the Contractor to provide additional inpatient psychiatric services through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County's mental health clients will not receive additional inpatient psychiatric services from Contractor's facility.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcome: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include a decrease in the need for inpatient care and placement at a lower level of care.

ATTACHMENTS



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 26, 2019

Subject: Amend Contract with Family Caregiver Alliance for Family Caregiver Provider Program Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Family Caregiver Alliance, effective March 1, 2019 to increase the total payment limit by \$55,699, to a new total Contract payment limit of \$181,005 for Older Americans Act, Title III-E Family Caregiver Provider Program services, including respite care and education services for older adults, their caregivers, and families with no change to the term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This contract will increase Department revenue by \$55,699, to a new total of \$181,005, funded 100% by the Federal Older Americans Act, Title III-E. [CFDA# 93.052]

**BACKGROUND:**

Family Caregiver Alliance (FCA) provides support services to older adults, their caregivers, and families through a Multi-Faceted Respite and Education Program with a broad array of comprehensive services to caregivers of persons 60 years of age and older who have functional impairments. FCA must adhere to the

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Gina Chenoweth  
8-4961

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Area Agency on Aging special conditions' definitions for the meaning of program services and terms. FCA provides services in the three service areas of Contra Costa County (County): East, West, and Central. Services include Public Information on Caregiving; Community Education on Caregiving; Caregiver Outreach; Caregiver Information and Assistance; Caregiver Assessment; Caregiver Counseling; Caregiver Training; Caregiver Case Management; Respite In-Home Person Care; and Caregiver Legal Resource Information.

This amendment provides for increased multi-faceted respite and education program services through the annual redistribution of funding for non-client expenditures by California Department of Aging.

CONSEQUENCE OF NEGATIVE ACTION:

Additional training, home modification, and assisted living services in support of Contra Costa County's older adults, their caregivers, and their families will not be available.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 26, 2019

Subject: Amendment #26-606-16 with Sodexo America, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract Amendment Agreement #26-606-6 with Sodexo America, LLC, a limited liability company, effective April 1, 2019, to increase the payment limit by \$35,000, from \$400,000 to a new payment limit of \$435,000, with no change in the original term of November 1, 2018 through October 31, 2019.

**FISCAL IMPACT:**

This amendment is funded by 100% Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On December 4, 2018, the Board of Supervisors approved Contract #26-606-15 with Sodexo American, LLC, for the provision of management and oversight of the Food and Nutrition Services Unit at Contra Costa Regional Medical Center (CCRMC), for the period from November 1, 2018 through October 31, 2019.

Approval of Contract Amendment Agreement #26-606-16 will allow the Contractor to provide additional hours of food and nutrition services at CCRMC through October 31, 2019.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Jaspreet Benepal,  
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm



CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, CCRMC will not have appropriate coverage for the Food and Nutrition Services Unit at CCRMC.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 26, 2019

Subject: Amendment #26-692-17 with Applied Remedial Services, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-692-17 with Applied Remedial Services, Inc., a corporation, effective March 1, 2019, to amend Contract #26-692-16, to increase the payment limit by \$52,056, from \$495,000 to a new payment limit of \$547,056, with no change in the original term of January 1, 2019 through December 31, 2019, for additional removal and disposal of hazardous waste and chemicals for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers.

**FISCAL IMPACT:**

This amendment is funded 100% Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On November 6, 2018, the Board of Supervisors approved Contract #26-692-16 with Applied Remedial Services, Inc., for the provision of removal and disposal of hazardous waste and chemicals for CCRMC and Contra Costa Health Centers, for the period from January 1, 2019 through December 31, 2019.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Jaspreet Benepal,  
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract Amendment #26-692-17 will allow the Contractor to provide additional services through December 31, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not be able to provided additional removal of hazardous waster and chemicals for CCRMC as required.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 26, 2019

Subject: Amendment #23-580-2 with San Ramon Valley Fire Protection District

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #23-580-2 with San Ramon Valley Fire Protection District, a government agency, effective March 1, 2019, to amend Agreement #23-580-1, to increase the payment limit by \$169,162, from \$295,200 to a new payment limit of \$464,362, and extend the termination date from December 14, 2019 to December 14, 2022, to provide additional electronic patient care records hosting and support services for the Contra Costa EMS System.

**FISCAL IMPACT:**

This Contract is funded 100% by Measure H Funding.

**BACKGROUND:**

The purpose of this Agreement for County to reimburse San Ramon Valley Fire Protection District for its payments to Definitive Networks, Inc., who will provide electronic patient care records hosting and support services for certain County fire protection agencies. Reimbursements

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Patricia Frost,  
925-646-4690

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

will be made with Measure H funds.

On November 1, 2016, the Board of Supervisors approved Agreement #23-580-1 with the San Ramon Valley Fire Protection District to provide electronic patient care records hosting and support services for the period from December 15, 2016 through December 14, 2019.

Approval of Amendment Agreement #23-580-2, will allow the Contractor to provide additional electronic patient care records hosting and support services through December 14, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, Contra Costa County's EMS Systems will not receive additional enhancements supporting education, training, patients safety and quality improvements for its providers.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 26, 2019

Subject: Amendment #72-100-8 with Concord Yellow Cab, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #72-100-8 with Concord Yellow Cab, Inc., a corporation, effective February 1, 2019, to amend Contract #72-100-2, (as amended by Amendment Agreements #72-100-4, #72-100-5 and #72-100-7) to increase the payment limit by \$25,000, from \$140,000 to a new payment limit of \$165,000, with no change in the original term of April 1, 2018 through March 31, 2019.

**FISCAL IMPACT:**

This amendment is funded 100% by State Funds. (No rate increase)

**BACKGROUND:**

In April 2018, the County Administrator approved and the Purchasing Services Manager executed Contract #72-100-2, (as amended by Agreement Amendments #72-100-4, #72-100-5 and #72-100-7) with Concord Yellow Cab, Inc., to provide non-emergency transportation services for County residents with HIV disease, for the period from April 1, 2018 through March 31, 2019.

Approval of Contract Amendment Agreement #72-100-8 will allow the Contractor to provide additional transportation services through March 31, 2019.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Daniel Peddycord,  
925-313-6712

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: E Suisala , M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the County residents with HIV disease will not have transportation to medical appointments.

ATTACHMENTS



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 26, 2019

Subject: Amendment #72-039-8 with West Contra Costa County Meals on Wheels

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #72-039-8 with West Contra Costa County Meals on Wheels, a non-profit corporation, effective March 15, 2019, to amend Novation Contract #72-039-7 to increase the payment limit by \$11,667, from \$65,289 to a new payment limit of \$76,956, with no change in the original term of July 1, 2018 through June 30, 2019, and to increase the automatic extension amount by \$3,905 from \$15,334 to \$19,239, with no change in the term of the automatic extension, through September 30, 2019.

**FISCAL IMPACT:**

This amendment is funded 100% by Title III-C2 of the Older Americans Act of 1965. (No Rate increase)

**BACKGROUND:**

On May 22, 2018, the Board of Supervisors approved Contract #72-039-7 with West Contra Costa County Meals on Wheels to provide home-delivered meals for the Senior Nutrition Program, for the period from July 1, 2018 through June 30, 2019, which included a three-month automatic extension through September 30, 2019. This contract includes modifications to County's

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Dan Peddycord,  
925-313-6712

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: E Suisala , M Wilhelm



BACKGROUND: (CONT'D)

standard indemnification clause.

Approval of Contract Amendment Agreement #72-039-8 will allow the Contractor to provide additional services through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County's homebound senior citizens will not receive Senior Nutrition Program meals, which provide at least one third of their daily nutrition.



Contra  
Costa  
County

To: Board of Supervisors  
From: Maureen Toms, Oversight Board Secretary  
Date: March 26, 2019

Subject: Exclusive Negotiating Agreement - City Ventures, LLC

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute an Exclusive Negotiating Agreement with City Ventures Homebuilding, LLC, a Delaware limited liability company, for the development of 24 town home units, approximately 2,000 sq. ft of commercial space, and a public plaza on three vacant parcels in Rodeo, (the Development) (APN 357-161-001, -002, and -013).

**FISCAL IMPACT:**

No impact to the General Fund. Staff project costs are covered by the Housing Successor budget.

**BACKGROUND:**

The County, in its capacity as Housing Successor to the Contra Costa County Redevelopment Agency, is the owner of approximately 1.16 acres of vacant real property located at Parker Avenue, fronting Investment Street and Railroad Avenue in Rodeo, having Assessor's Parcel Nos. 357-161-001, -002, and -013. Following a Request For Qualifications/Request for Proposals process, a committee consisting of community members and staff, with expertise from a real estate financial consultant to the County, recommended that City Ventures, LLC. be selected to carry out the Development.

The purpose of this proposed Exclusive Negotiating Agreement, attached, is twofold. First, it is intended to enable the parties to assess the feasibility of the Development. Second, if the Development is determined to

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Maureen Toms (925)  
674-7878

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

be feasible, it is intended to enable the parties to negotiate a disposition and development agreement (DDA). Under the DDA, the Property would be conveyed to the Developer for construction of the Development. Because the vacant property is a housing asset of the former Redevelopment Agency, its disposition is governed by the County in its capacity as Housing Successor.

CONSEQUENCE OF NEGATIVE ACTION:

Development of a Housing Successor asset will be delayed.

ATTACHMENTS

ENA

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT  
(RODEO SENIOR)

This Exclusive Negotiating Rights Agreement (“Agreement”) is dated March 26, 2019 (the “Effective Date”), and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “County”), and CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company (the “Developer”).

RECITALS

- A. The County, in its capacity as housing successor to the Contra Costa County Redevelopment Agency, is the owner of approximately 1.16 acres of real property located at 223 and 199 Parker Avenue in Rodeo, California, having Assessor’s Parcel Numbers 357-161-001, 357-161-002, and 357-161-013, as more particularly described in Exhibit A (the “Property”).
- B. The County desires the Property to be developed in a manner that will result in a mixed-use residential neighborhood with 24 units of for-sale townhomes and 2,000 square feet of commercial space and a public plaza (together, the “Development”).
- C. Developer has developed projects similar to the proposed Development, including the development of a 36-unit mixed-use project on approximately 2 acres in Union City, California; a 25-unit mixed-use project on approximately 1.2 acres in Milpitas, California, and a 35-unit mixed-use project on approximately 1.7 acres in South San Francisco.
- D. The purpose of this Agreement is twofold. First, it is intended to enable the parties to assess the feasibility of the Development. Second, if the Development is determined to be feasible, it is intended to enable the parties to negotiate a disposition and development agreement (a “DDA”). Under the DDA, the Property would be conveyed to the Developer for construction of the Development.
- E. Because the property is a housing asset of the former Redevelopment Agency, its disposition is governed by the County, in its capacity as housing successor, and is subject to the requirements of Health and Safety Code Section 34176.

The parties therefore agree as follows:

AGREEMENT

Exclusive Negotiations

- 1. Good Faith Negotiations. The County and the Developer shall negotiate diligently and in good faith during the Negotiating Period (defined below), the terms of a DDA for the development of the Development on the Property.

Among the issues to be addressed in the negotiations are: (i) the price to be paid by the Developer for the Property, (ii) the physical and land title conditions of the Property, (iii) the type of entitlements necessary for the Development, (iv) the design, density, and mix of uses within the Development, (v) the development schedule for the Development, (vi) financing of the Development; (vii) the marketing of, sales process associated with, and management of the Development, (viii) housing affordability and the nature of affordability controls, (ix) the provision of public improvements related to the Development, (x) and the green building components of the Development.

2. Negotiating Period. The "Negotiating Period" under this Agreement is comprised of (i) an initial period of six months, beginning on the Effective Date, and, (ii) if agreed to by the parties in writing, three six-month renewal periods. The County's Director of Conservation and Development (the "Director") will make the determination for the County with respect to whether the Negotiating Period will be extended through the renewal periods. The Director's decision will be based on his reasonable judgment as to whether sufficient progress has been made toward a mutually acceptable DDA to merit further negotiations.
  - a. Subject to Section 2.b. below, if a DDA is not executed by the parties prior to the expiration of the Negotiating Period, this Agreement will terminate and neither party will have any further rights or obligations under this Agreement (with the exception of Section 22 (waiver of lis pendens), Section 23(d) (indemnity) and Section 25 (no commissions), all of which survive the termination of this Agreement). Upon the execution of a DDA by the County and the Developer, this Agreement will terminate and all rights and obligations of the parties with respect to the Development will be governed by the DDA.
  - b. Notwithstanding anything to the contrary in this Agreement, if at the end of the Negotiating Period, a form of DDA has been mutually agreed upon by the Developer and the Director but the DDA has not been approved by the parties' governing bodies, the Director may extend the Negotiating Period to the date on which the County holds a public hearing to consider approving the DDA.
3. Exclusive Negotiations. During the Negotiating Period, the County may only negotiate with the Developer regarding development of the Property and may not solicit or entertain bids or proposals for such development from any other entity.
4. Party Representatives. The Developer's representative to negotiate the DDA is Patrick Hendry, its Senior Vice President of Northern California. The County's representative to negotiate the DDA is Maureen Toms, its Deputy Director of Conservation and Development.

## NEGOTIATION TASKS

5. Overview. To facilitate negotiation of the DDA, the parties shall use reasonable good faith efforts to accomplish the negotiation tasks set forth below in an effort to (i) determine the feasibility of the Development, and (ii) complete the negotiation and execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period.
6. Financing and Costs of Development. Within ninety days of the Effective Date, the Developer shall prepare and submit to the County a detailed financial proforma for the Development containing matters typically contained in such proformas, including (without limitation) a detailed development cost budget and tax credit funding analysis. The development cost budget will be used to evaluate the financial feasibility of the Development and to identify financing sources for the Development.
7. Purchase Price for the Property. The County and the Developer shall seek to agree upon a purchase price for the Property. The proposed purchase price for the Property will be subject to approval by the County's Board of Supervisor following a noticed hearing conducted in accordance with Health and Safety Code Section 33433.
8. Site and Architectural Plans. The Developer shall prepare and submit to the County a proposed site plan, including massing diagram and a rendering that identifies the location, general configuration and proposed design characteristics of the buildings, parking spaces, landscaping, and other aspects of the Development. During the Negotiating Period the Developer shall prepare appropriate refinements and modifications to the site plan, diagram and renderings for the County's review and approval. During the Negotiating Period, the Developer shall affirmatively outreach to the local community to obtain and consider community input regarding the design of the Development.
9. Planning Approvals. The Developer acknowledges that the Development requires approvals and entitlements from the County (together, such approvals and entitlements are the "Planning Approvals"). During the Negotiating Period, the Developer shall submit conceptual site plans and preliminary designs for the Development to the appropriate County departments for their informal review. During the Negotiation Period, the Developer shall submit applications for those components, if any, of the Planning Approvals that are required to be submitted in accordance with the schedule of performance described in Section 10 below.
10. Schedule of Performance. Within sixty (60) days after the Effective Date, the Developer shall provide the County with a proposed detailed schedule of performance for the Development which is to include, but is not limited to: The dates for obtaining Planning Approvals and financing commitments for the Development, the date for the submittal of construction plans to the City, the date for satisfaction of all preconditions to conveyance of the Property, the dates for close of escrow and conveyance of the Property, and the dates for the commencement and completion of construction of the Development.

11. Due Diligence. During the Negotiating Period, the Developer shall conduct any and all investigations it deems necessary to enable it to negotiate those aspects of the DDA that relate to the physical condition of the Property at the time of conveyance.
12. Utilities. The Developer shall consult with the utility companies serving the Property to determine if construction of the Development will require existing utility facilities to be expanded, relocated or placed underground. The County shall assist and cooperate with the Developer in such consultations.
13. Reports. The County shall provide the Developer with copies of all reports, studies, analyses, correspondence and similar documents (collectively, "documents"), exclusive of detailed property appraisals, prepared or commissioned by the County with respect to this Agreement and the Development, promptly following execution of this Agreement with respect to documents then in its possession or under its reasonable control, and promptly upon their completion with respect to any subsequently prepared documents.

The Developer acknowledges that the County needs sufficient detailed information about the proposed Development (including, without limitation, the financial information described in Section 6) to make informed decisions regarding the DDA.

14. Organizational Documents; Financial Statements. The Developer shall provide the County with copies of its organizational documents evidencing that the Developer has been duly organized, is in good standing and is able to perform its obligations under this Agreement and the DDA. The Developer shall provide the County will copies of its audited financial statements for the three years preceding the Effective Date, along with evidence of its 501(c)(3) status.
15. Environmental Review. The County shall prepare or cause to be prepared the appropriate environmental documentation required by the California Environmental Quality Act ("CEQA") for consideration of approval of the DDA, provided that nothing in this Agreement may be construed to compel the County to approve or make any particular findings with respect to such CEQA documentation. The Developer shall provide any information about the Development that the County requires to enable it to prepare, or cause to be prepared, CEQA-required documents, and shall generally cooperate with the County to complete CEQA-related tasks.
16. Section 33433 Report. The County shall prepare the documentation that is required to be submitted to the County Board and the County Board of Supervisors in conjunction with the County's and the County's consideration of any DDA, in accordance with Section 33433(a)(2)(B) of the California Health and Safety Code. The Section 33433 report will contain the estimated value of the Property determined (i) at its highest and best use, and (ii) at the use and with the conditions, covenants and development costs required pursuant to the DDA.
17. Progress Reports. From time to time as reasonably agreed upon by the parties, each party shall make oral or written progress reports advising the other party on studies being made

and matters being evaluated by the reporting party with respect to this Agreement and the Development.

18. Outreach. The Developer shall prepare and submit to the County a plan for community outreach associated with the development of the Development. During the Negotiating Period, the Developer shall prepare appropriate refinements and modifications to the community outreach plan that are reasonably requested by the County.

#### GENERAL PROVISIONS

20. Limitation on Effect of Agreement. This Agreement does not obligate either the County or the Developer to enter into a DDA. By execution of this Agreement, the County is not committing itself to or agreeing to undertake acquisition, disposition or exercise of control over any parcels in the Property. Execution of this Agreement by the County is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent County Board of Supervisors action, the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement will be effective only if it is considered and approved by the County Board of Supervisors in accordance with all legally required procedures, and if it is executed by duly authorized representatives of the County and the Developer. Until and unless a DDA is approved by the County Board and executed by the County and the Developer, no agreement drafts, actions, deliverables or communications arising from the performance of this Agreement will impose any legally binding obligation on either party to enter into or support entering into a DDA or be used as evidence of any oral or implied agreement by either party to enter into any other legally binding document.
21. Notices. Any notices required or permitted under this Agreement (other than day to day routine communications) must be in writing and sent by overnight or personal delivery with delivery receipt. Such notices are to be sent to the address listed below:

County:           Contra Costa County, Housing Successor  
                      30 Muir Road  
                      Martinez, CA 94553  
                      Attn: Maureen Toms, Deputy Director

Developer:       City Ventures Homebuilding, LLC  
                      444 Spear Street, Suite 200  
                      San Francisco, CA 94105  
                      Attn: Patrick Hendry, Senior Vice President

At any time, either party may designate in writing a substitute address for an address set forth above and thereafter notices are to be directed to such substituted address. Notices will be deemed received as follows: on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as



undeliverable. If the date on the delivery receipt is not a business day, notice will be deemed received on the following business day.

22. Waiver of Lis Pendens. It is expressly understood and agreed by the parties that no lis pendens may be filed against any portion of the Property by reason of this Agreement or any dispute or act arising from this Agreement.
23. Right of Entry. If the Developer or its consultants enter upon the Property, the Developer shall:
  - (a) Give the County seventy-two (72) hours' notice of intent to enter the Property and the purpose of the entry.
  - (b) Repair and restore any damage it may cause.
  - (c) Deliver to the County, within ten (10) days of receipt thereof, a complete copy of any investigation, test, report or study that the Developer conducts, or causes to be conducted, with respect to the Property.
  - (d) Indemnify, defend and hold the County and its directors, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, expenses, costs and fees (including attorneys' fees and costs) that may proximately arise out of the Developer's entry upon the Property or the investigation(s) and test(s) the Developer may conduct.
  - (e) Prior to entry, cause the County to be named as an additional insured on a Commercial General Liability insurance policy with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage from Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations. The required insurance is to be provided under an occurrence form by an insurer authorized and licensed to provide such insurance in the State of California, and the Developer shall maintain such coverage for not less than two (2) years after the expiration of the Negotiating Period.
24. Costs and Expenses. Except as otherwise set forth in this Agreement, each party is responsible for the costs and expenses it incurs as a result of activities and negotiations undertaken in connection with, and the performance of its obligations under, this Agreement.
25. No Commissions. The County is not liable for any real estate commissions or brokerage fees that may arise as a result of this Agreement or a DDA. The County represents that it has not engaged a broker, agent or finder in connection with this transaction and the Developer agrees to defend and hold the County harmless from the claims of any broker, agent or finder retained by the Developer.

26. Default and Remedies. Failure by either party to negotiate in good faith or to fulfill its obligations under this Agreement is an event of default hereunder. At the non-defaulting party's election, the non-defaulting party may give written notice of a default to the defaulting party, specifying the nature of the default and the action required to cure the default. If the default remains uncured fifteen days after receipt of the notice by the defaulting party, the non-defaulting party may terminate this Agreement.
- a. Following a default and termination, neither party will have any further right, remedy or obligation under this Agreement, except that the obligations under Section 22 (waiver of lis pendens), Section 23(d) (indemnity) and Section 25 (no commissions), all survive the termination of this Agreement.
  - b. Except as expressly provided above, if there is a default under this Agreement, (i) neither party will be liable to the other party for damages or otherwise, and (ii) neither party will have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.
27. Governing Law. The laws of the State of California govern all matters arising out of this Agreement.
28. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement. This Agreement may be executed in counterparts.
29. Assignment. The Developer may not transfer or assign any or all of its rights or obligations under this Agreement.

[Remainder of Page Intentionally Left Blank]

30. No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the County and the Developer and no other person has any right of action under or by reason of this Agreement.

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

COUNTY

DEVELOPER

Contra Costa County, a political subdivision  
of the State of California

City Ventures Homebuilding, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Maureen Toms, Deputy Director

By: \_\_\_\_\_  
Patrick Hendry, Senior Vice President

H:\Community Dev - Former Redev\Rodeo Town Center - ENA V1.docx

g:\cdbg-redev\redev\rodeo rda\town plaza development\town plaza rfq rfp process\city ventures\ena\rodeo town center - clean.docx

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 26, 2019

Subject: Annual Housing Element Progress Report for Calendar Year 2018

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**RECOMMENDATION(S):**

ACCEPT the 2018 Annual Housing Element Progress Report, in accordance with Government Code section 65400.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Housing Element is one of seven mandatory elements that every California jurisdiction must include in its General Plan. State law mandates that all local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The Association of Bay Area Governments (ABAG) allocates the Bay Area regional housing need to all the cities and counties in the Bay Area. Pursuant to Government Code Section 65400, the County is required to submit an annual report to the State Department of Housing and Community Development (HCD) and the State Office of Planning and Research by April 1 of each year.

Jurisdictions are also required to submit the annual report to their legislative bodies for review and comment. Attached to this Board Order is the County's 2018 Annual Housing Element Progress Report.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Christine Louie, (925)  
674-7787

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

The County's Housing Element is part of the 5th Regional Housing Need Assessment (RHNA) Cycle that covers the eight year planning period from 2015 to 2023. During this period, the County is expected to plan for the provision of 1,367 units of housing in the unincorporated County. This is the fourth report of the eight year period.

In 2018, the County issued 190 building permits for single-family dwellings, 48 building permits were issued for accessory dwelling units, 6 building permits were issued for mobile homes, 2 building permits were issued for duplexes, and 4 building permits were issued for multi-family/mixed use developments. Of these issued building permits, a total of 1 unit was determined to be a moderate-income unit and 234 units were lower-income units (low and very low area median incomes) with deed restrictions on 233 units. The affordability levels of the non-deed-restricted units is based on the comparative sales prices of the units. The number of above-moderate income housing units that were issued building permits is 434 units. During this reporting period, the County issued building permits for a total of 669 net new units.

Staff calls to the Board's attention the County's progress in meeting its share of regional housing needs. Calendar year 2018 is the fifty percent mark of the the eight-year Housing Element cycle. The County has issued building permits for 111.5 percent of its total allocated share of the region's housing needs. Through the first four years of the current housing cycle, the total number of units for which the County has issued building permits is 1,525 units, which includes 63 very-low income units, 182 low-income units, 125 moderate-income units, and 1,155 above-moderate income units. While the County has already exceeded gross housing production goals, production of new housing units available to households in the moderate-, low-, and very low-income categories is progressing. The majority of low and very-low income units are part of larger multi-family projects. In 2018, the County issued permits for 63 units affordable to very low-income households and 171 units affordable to low-income households. Through the first four years of the current housing cycle the County has issued building permits to meet 17 percent of the very low-income category, 83 percent of the low income category and 51 percent of the moderate income housing units indicated in the County's Housing Element and Regional Housing Needs Allocation for Contra Costa County.

The County continues to implement 31 housing related programs, including programs designed to remove governmental constraints to maintaining, improving, and developing housing. A summary of the programs and recent accomplishments are included as Table D in the attached report.

### CONSEQUENCE OF NEGATIVE ACTION:

There is no consequence of a negative action. The County is required to provide the Annual Housing Element Progress Report to the Board of Supervisors in a public meeting to allow the public an opportunity to review and comment on the report.

### ATTACHMENTS

Table A

Table A2

Table B

Table C

Table D

Table E

Table F

Summary Table

### ANNUAL ELEMENT PROGRESS REPORT

#### Housing Element Implementation

(CCR Title 25 §6202)

<b>Jurisdiction</b>	County - Unincorporated									Note: + Optional field				
<b>Reporting Year</b>	2018	(Jan. 1 - Dec. 31)								Cells in grey contain auto-calculation formulas				

**Table A**

#### Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5								6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA, SFD, 2 to 4, 5+, ADU, MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by Project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*	
Summary Row: Start Data Entry Below																				
	97081028	POINT 94565-3236		CDLP18-02003	2 to 4		1/10/2018								12	12	61		No pending CEQA	
	193111016	ALAMO 94507-1600		CDMS18-00007	SFD		7/27/2018								2	2			No pending CEQA	
	185390035	NUT CREEK 94595		CDMS18-00013	SFD		9/20/2018								2	2			No pending CEQA	
	204060032	SAN RAMON 94583		CDSU18-00001	ADU		1/2/2018								1	1	1		No	
	188220027	CREEK 94595-2656		CDSU18-00002	ADU		1/5/2018								1	1	1		No	
	354262029	CKETT 94525-1424		CDSU18-00004	ADU		1/25/2018								1	1	1		No	
	184333026	CREEK 94595-1629		CDSU18-00005	ADU		1/25/2018								1	1	1		No	
	188232035	ALAMO 94507-2649		CDSU18-00007	ADU		2/8/2018								1	1	1		No	
	15090030	1450 EDEN PLAINS RD BRENTWOOD 94513-2889		CDSU18-00008	ADU		2/14/2018								1	1	1		No	
	409042013	49 ALAMO AVE RICHMOND 94801-1801		CDSU18-00009	ADU		2/20/2018								1	1	1		No	
	220391008	125 MRACK RD DANVILLE 94506-4720		CDSU18-00010	ADU		2/28/2018								1	1	1		No	
	197090012	912 DANVILLE BLVD ALAMO 94507-2420		CDSU18-00011	ADU		3/2/2018								1	1	1		No	
	208210008	0 BOLLINGER CANYON RD SAN RAMON 94583-1510		CDSU18-00013	ADU		3/21/2018								1	1	1		No	
	187531005	3075 STONEGATE DR ALAMO 94507-1761		CDSU18-00014	ADU		3/21/2018								1	1	1		No	
	184120075	2328 WARREN RD WALNUT CREEK 94595-1217		CDSU18-00015	ADU		3/22/2018								1	1	1		No	
	172071037	110 CORA CT WALNUT CREEK 94597-6804		CDSU18-00016	ADU		4/4/2018								1	1	1		No	
	182130007	742 ROSEWOOD DR WALNUT CREEK 94596-6128		CDSU18-00017	ADU		4/6/2018								1	1	1		No	
	184161017	2249 WHYTE PARK AVE WALNUT CREEK 94595-1345		CDSU18-00018	ADU		4/10/2018								1	1	1		No	
	358293001	808 MARINERS POINTE RODEO 94572-2002		CDSU18-00019	ADU		4/11/2018								1	1	1		No	
	188232023	96 CREST AVE ALAMO 94507-2648		CDSU18-00020	ADU		4/12/2018								1	1	1		No	
	197190034	191 ALAMO RANCH RD ALAMO 94507-2031		CDSU18-00022	ADU		4/26/2018								1	1	1		No	



	435100032	5428 MARTIS CT EL SOBRANTE 94803-3440		CDSU18-00024	ADU		5/3/2018							1		1		1		No
	366090002	5031 ALHAMBRA VALLEY RD MARTINEZ 94553- 9723		CDSU18-00025	ADU		5/8/2018							1		1		1		No
	431010019	4953 SAN PABLO DAM RD EL SOBRANTE 94803- 3225		CDSU18-00026	ADU		5/10/2018							1		1		1		No

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation																																																																																																				
Jurisdiction		Contra Costa County - Unincorporated																																																																																																		
Reporting Year	2018 (Jan. 1 - Dec. 31)																		25 (6/2021)		Note - Optional field Cells in gray contain auto-calculation formulas																																																																															
Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																																																																																																				
Project APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFD, JFD, ADU, ADU/JH)	Temps. Release/ Over-Owner	Affordability by Household Incomes - Completed Entitlement							Affordability by Household Incomes - Building Permits							Affordability by Household Incomes - Certificates of Occupancy							Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions	Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes																																																																
							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21																																																																									
Very Low-Income Non-Deed Restricted	Low-Income Non-Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Non-Deed Restricted	Moderate-Income Non-Deed Restricted	Above-Moderate-Income	Entitlement Date/Approved	# of Units Issued Entitlements	Very Low-Income Non-Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Non-Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Non-Deed Restricted	Moderate-Income Non-Deed Restricted	Above-Moderate-Income	Building Permits Date/Issued	# of Units Issued Building Permits	Very Low-Income Non-Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Non-Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Non-Deed Restricted	Moderate-Income Non-Deed Restricted	Above-Moderate-Income	Certificates of Occupancy or other form of readiness (see Instructions) Date/Issued	# of Units Issued Certificates of Occupancy or other form of readiness	How many of the units were Extremely Low Income?	Was Project APPROVED using CC 65917.40(b) (88 35 Streamlining) IN	Infill Units? Y/N	Assistance Programs for each Development (see Instructions)	Deed Restriction Type (see Instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see Instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter "1000")	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Review*	Notes*																																																																
Summary Row - Start Data Entry Below																																																																																																				
				100																	100																	62							1							171							431							669							76							76							5							15						
05560308	16 WASHINGTON BAY POINT CA 94566-3708 BRP18-002025 M+ 1/1/2018																																																																																																			
02812003	2036 TAYLOR BETHSEL ISLAND CA 94511 BRP18-002116 M+ 1/1/2018																																																																																																			
015170032	11 LAAPMO BRENWOOD CA 94513 BRP18-001961 ADU 12/10/2018																																																																																																			
014120032	8035 CLARKSON BROWNS CROCKETT CA 94611 BRP17-005531 M+ 12/28/2018																																																																																																			
020520038	7202 COLLEGE LANTON LIVERMORE VALLEY BRP18-005427 M+ 12/28/2018																																																																																																			
030600043	6130 KINGSFOLD CREEK CA 94505 BRP18-000778 M+ 08/15/2018																																																																																																			
010410113	0231 TWP ROCKAWAY CA 94505-1841 BRP18-012237 ADU 12/21/2018																																																																																																			
006800001	493830028 MOON CA 94501-1521 BRP18-012374 M+ 03/19/2018																																																																																																			
148210240	8017 CREEK CA 94506 BRP17-007228 M+ 04/22/2018																																																																																																			
187810028	1480 CA 94507 M+ 01/25/2018																																																																																																			
182230014	ALAMO CA 94507-1225 BR18-000063 ADU 05/29/2018																																																																																																			
188210038	ALAMO CA 94507-2848 BR18-002395 ADU 07/25/2018																																																																																																			
187000172	ALAMO CA 94507-2103 BR17-013811 ADU 07/13/2018																																																																																																			
187000172	ALAMO CA 94507-2420 BR18-000174 ADU 9/12/2018																																																																																																			
187000176	ALAMO CA 94507-2913 BR18-002872 ADU 11/30/2018																																																																																																			
188120011	ALAMO CA 94507-2101 BR18-010129 ADU 10/13/2018																																																																																																			
096800112	ALAMO CA 94507-1421 BR18-008448 ADU 09/18/2018																																																																																																			
095070022	POINT CA 94505-2467 BR18-002059 ADU 12/05/2018																																																																																																			
154200038	BR18-005522 ADU 07/29/2018																																																																																																			
026770024	K DANVILLE CA 94526 BR18-000872 ADU 01/31/2018																																																																																																			
026220013	NANTE CA 94503-1614 BR17-000596 ADU 06/19/2018																																																																																																			
020000001	NANTE CA 94503-1811 BR18-001388 ADU 06/14/2018																																																																																																			
022200026	NIPON CA 94707-1145 BR18-003224 ADU 07/27/2018																																																																																																			
189210001	NETTE CA 94503-2203 BR18-008897 ADU 08/09/2018																																																																																																			
189130029	FINEX CA 94503-3013 BR17-008893 ADU 01/30/2018																																																																																																			
181200016	FINEX CA 94503-4202 BR17-013145 ADU 09/26/2018																																																																																																			
096000002	FINEX CA 94503-3723 BR18-006877 ADU 05/10/2018																																																																																																			
037110029	FINEX CA 94503-1451 BR18-010082 ADU 10/26/2018																																																																																																			
184100013	BEECK CA 94503-1366 BR18-006238 ADU 11/13/2018																																																																																																			
180100010	BEECK CA 94503-5439 BR18-008458 ADU 11/16/2018																																																																																																			
184100004	BEECK CA 94503-1458 BR18-011895 ADU 11/27/2018																																																																																																			
187000007	ALAMO CA 94507-2450 BR18-002106 ADU 11/14/2018																																																																																																			
187810028	ALAMO CA 94507-1761 BR18-005017 ADU 06/29/2018																																																																																																			
201207017	ALAMO CA 94507-2418 BR18-008695 ADU 06/19/2018																																																																																																			
183130029	ALAMO CA 94507-2834 BRP17-011314 ADU 09/04/2018																																																																																																			
189180016	FINEX CA 94503-3603 BR18-008022 ADU 08/13/2018																																																																																																			
211320007	MARK CA 94506-8004 BR18-001951 ADU 03/27/2018																																																																																																			
184120009	BEECK CA 94503-1413 BR17-000081 ADU 05/24/2018																																																																																																			
188131004	125 CRENSHAW WALNUT CREEK CA 94599 BR18-003569 ADU 06/27/2018																																																																																																			
183140000	156 HERMANE WALNUT CREEK CA 94506 BR18-001772 ADU 12/22/2018																																																																																																			
184120005	151 CAMBRIDGE WALNUT CREEK CA 94506-14 BR18-007126 ADU 04/13/2018																																																																																																			
020010023	3803 SAN PABLO DAM EL SOBRANTE CA 94 BR18-001433 SFD 05/22/2018																																																																																																			
030000009	8809 BRENWOOD BETHSEL ISLAND CA 94511 BR18-008048 SFD 09/20/2018																																																																																																			
015090030	1450 EDEN PLAINS BRENTWOOD CA 94513 BR18-006364 ADU 08/10/2018																																																																																																			
007180108	1494 BETHSEL CREEK PLAYTON CA 94517 BR18-011304 SFD 03/29/2018																																																																																																			
188120001	ALAMO CA 94507-2111 BR18-002021 SFD 01/10/2018																																																																																																			
183080002	205 LAS OLIVERAS ALAMO CA 94507-1708 BR17-012131 SFD 01/18/2018																																																																																																			
182210011	16 BRAND ROYALE ALAMO CA 94507-2802 BR17-013200 SFD 06/20/2018																																																																																																			
183080073	ALAMO CA 94507-2802 BR18-002702 SFD 06/20/2018																																																																																																			
182230014	20 STERNE ALAMO CA 94507-1225 BR17-007081 SFD 05/29/2018																																																																																																			
183080121	ALAMO CA 94507-095434 BR17-005434 SFD 08/08/2018																																																																																																			
193210008	ALAMO CA 94507-2772 BR18-003321 SFD 09/27/2018																																																																																																			
181132007	1183 DANVILLE ALAMO CA 94507-2195 BR18-005729 SFD 10/08/2018																																																																																																			
193210008	75 ALAMO GLEN ALAMO CA 94507-2772 BR18-007305 SFD 10/30/2018																																																																																																			
095043020	178 SOLANO BAY POINT CA 94505 BR18-002321 SFD 06/07/2018																																																																																																			
065043006	POINT CA 94505-1811 BR17-006412 SFD 08/04/2018																																																																																																			
015020007	1891 EDEN PLAINS BRENTWOOD CA 94513-2812 BR17-006070 SFD 07/29/2018																																																																																																			
011200049	3728 HILLTOP CREEK BRYON CA 94514-2204 BR18-001640 SFD 11/13/2018																																																																																																			
020020024	2172 HOZE BRYON CA 94514 BR18-012361 SFD 12/12/2018																																																																																																			
184214012	26 ATHERTON CROCKETT CA 94525-1874 BR17-010799 SFD 03/12/2018																																																																																																			
206770014	883 CONNEMARA DANVILLE CA 94526 BR18-002380 SFD 04/03/2018																																																																																																			
206820050	8221 KERRY HILL DANVILLE CA 94526 BR18-001184 SFD 02/13/2018																																																																																																			
206820049	8226 KERRY HILL DANVILLE CA 94526 BR18-001183 SFD 02/13/2018																																																																																																			
206820051	8217 KERRY HILL DANVILLE CA 94526 BR18-001185 SFD 02/13/2018																																																																																																			
206820052	8213 KERRY HILL DANVILLE CA 94526 BR18-001186 SFD 02/13/2018																																																																																																			
206820053	8215 KERRY HILL DANVILLE CA 94526 BR18-001187 SFD 02/13/2018																																																																																																			
206820046	8217 KERRY HILL DANVILLE CA 94526 BR18-002254 SFD 03/29/2018																																																																																																			
206820047	8213 KERRY HILL DANVILLE CA 94526 BR18-002255 SFD 03/29/2018																																																																																																			
206820048	8215 KERRY HILL DANVILLE CA 94526 BR18-002256 SFD 03/29/2018																																																																																																			
206820036	8213 KERRY HILL DANVILLE CA 94526 BR18-002344 SFD 03/15/2018																																																																																																			
206820036	8213 KERRY HILL DANVILLE CA 94526 BR18-002343 SFD 03/15/2018																																																																																																			
206760014	8216 KERRY HILL DANVILLE CA 94526 BR18-002318 SFD 03/15/2018																																																																																																			
206820044	8216 KERRY HILL DANVILLE CA 94526 BR18-003403 SFD 04/16/2018																																																																																																			
206820037	8216 KERRY HILL DANVILLE CA 94526 BR18-003298 SFD 04/16/2018																																																																																																			
206820039	8216 KERRY HILL DANVILLE CA 94526 BR18-003299 SFD 04/16/2018																																																																																																			
206820040	8216 KERRY HILL DANVILLE CA 94526 BR18-003402 SFD 05/23/2018																																																																																																			
206820042	8216 KERRY HILL DANVILLE CA 94526 BR18-005546 SFD 06/29/2018																																																																																																			
206760001	8190 MASARA DANVILLE CA 94526 BR18-006735 SFD 07/12/2018																																																																																																			
206820041	3066 GRISTONE DANVILLE CA 94526 BR18-005645 SFD 06/29/2018																																																																																																			
206820032	3026 GRISTONE DANVILLE CA 94526 BR18-005644 SFD 06/29/2018																																																																																																			
206820034	8204 KERRY HILL DANVILLE CA 94526 BR18-005643 SFD 06/29/2018																																																																																																			
206820038	8202 KERRY HILL DANVILLE CA 94526 BR18-005644 SFD 06/29/2018																																																																																																			
206820045	8201 KERRY HILL DANVILLE CA 94526 BR18-005644 SFD 06/29/2018																																																																																																			
206820033	8200 KERRY HILL DANVILLE CA 94526 BR18-005642 SFD 06/29/2018																																																																																																			
206820043	8214 MASARA DANVILLE CA 94526 BR18-005647 SFD 06/29/2018																																																																																																			
206780016	8174 MASARA DANVILLE CA 94526 BR18-006734 SFD 07/12/2018																																																																																																			
206790003	8174 MASARA DANVILLE CA 94526 BR18-006737 SFD 07/12/2018																																																																																																			
206790002	8182 MASARA DANVILLE CA 94526 BR18-006736 SFD 07/12/2018																																																																																																			
206790005	8158 MASARA DANVILLE CA 94526 BR18-006738 SFD 07/12/2018																																																																																																			
206790006	8150 MASARA DANVILLE CA 94526 BR18-006739 SFD 07/12/2018																																																																																																			
206820056	423 VANDER DANVILLE CA 94526 BR18-008833 SFD 08/04/2018																																																																																																			
206820047	3001 GRISTONE DANVILLE CA 94526 BR18-008829 SFD 08/04/2018																																																																																																			
206820049	8204 KERRY HILL DANVILLE CA 94526 BR18-008830 SFD 08/04/2018																																																																																																			
206820055	8204 KERRY HILL DANVILLE CA 94526 BR18-008832 SFD 08/04/2018																																																																																																			
206820001	8204 KERRY HILL DANVILLE CA 94526 BR18-008829 SFD 08/04/2018																																																																																																			
206820054	8204 KERRY HILL DANVILLE CA 94526 BR18-008831 SFD 08/04/2018																																																																																																			
206820002	8204 KERRY HILL DANVILLE CA 94526 BR18-008826 SFD 08/04/2018																																																																																																			
206820046	8204 KERRY HILL DANVILLE CA 94526 BR18-008827 SFD 08/04/2018																																																																																																			
206820048	8204 KERRY HILL DANVILLE CA 94526 BR18-008829 SFD 08/04/2018																																																																																																			
206790006	11302018 DANVILLE CA 94526 BR18-011948 SFD 11/30/2018																																																																																																			

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**

2018-2019

Jurisdiction		Reporting Year	Parcel ID	Legal Description	APN	Project Name	Project Type	Start Date	End Date	Progress Status	Notes
Contra Costa County - Unincorporated		2018									
		2018	901 CONNEMARA DANVILLE CA 94526	BR18-011951	SFD			12/18/2018			
		2018	1304 CHARBERRY DANVILLE CA 94526	BR18-011949	SFD						
		2018	1281 CHARBERRY DANVILLE CA 94526	BR18-011950	SFD						
		2018	8142 MASSARA DANVILLE CA 94526	BR18-011952	SFD						
		2018	668 PISCADERO DISCOVERY BAY CA 94505-2900	BR18-003026	SFD						
		2018	251 TIDEWATER DISCOVERY BAY CA 94505	BR18-000736	SFD			01/31/2018			
		2018	200 TIDEWATER DISCOVERY BAY CA 94505	BR18-000738	SFD			01/31/2018			
		2018	224 TIDEWATER DISCOVERY BAY CA 94505	BR18-000740	SFD			01/31/2018			
		2018	248 TIDEWATER DISCOVERY BAY CA 94505	BR18-000742	SFD			01/31/2018			
		2018	260 TIDEWATER DISCOVERY BAY CA 94505	BR18-000743	SFD			01/31/2018			
		2018	239 TIDEWATER DISCOVERY BAY CA 94505	BR18-000742	SFD			01/31/2018			
		2018	272 TIDEWATER DISCOVERY BAY CA 94505	BR18-000739	SFD			01/31/2018			
		2018	9676 PISCADERO DISCOVERY BAY CA 94505-2903	BR18-000786	SFD			02/06/2018			
		2018	9684 PISCADERO DISCOVERY BAY CA 94505	BR18-000927	SFD			02/06/2018			
		2018	9691 PISCADERO DISCOVERY BAY CA 94505-2903	BR18-000928	SFD			02/06/2018			
		2018	9698 PISCADERO DISCOVERY BAY CA 94505-2903	BR18-000929	SFD			02/06/2018			
		2018	9679 PISCADERO DISCOVERY BAY CA 94505-2903	BR18-000930	SFD			02/06/2018			
		2018	9683 PISCADERO DISCOVERY BAY CA 94505-2903	BR18-000925	SFD			02/06/2018			
		2018	9673 PISCADERO DISCOVERY BAY CA 94505-2903	BR18-000931	SFD			02/06/2018			
		2018	15 FREEPORT DISCOVERY BAY CA 94505	BR18-002394	SFD			04/06/2018			
		2018	27 FREEPORT DISCOVERY BAY CA 94505	BR18-002396	SFD			04/06/2018			
		2018	23 FREEPORT DISCOVERY BAY CA 94505	BR18-002397	SFD			04/06/2018			
		2018	52 FREEPORT DISCOVERY BAY CA 94505	BR18-000300	SFD			04/06/2018			
		2018	22 FREEPORT DISCOVERY BAY CA 94505	BR18-002393	SFD			04/06/2018			
		2018	17 FREEPORT DISCOVERY BAY CA 94505	BR18-002395	SFD			04/06/2018			
		2018	39 FREEPORT DISCOVERY BAY CA 94505	BR18-002391	SFD			04/06/2018			
		2018	36 FREEPORT DISCOVERY BAY CA 94505	BR18-002398	SFD			04/06/2018			
		2018	64 FREEPORT DISCOVERY BAY CA 94505	BR18-002399	SFD			04/06/2018			
		2018	60 FREEPORT DISCOVERY BAY CA 94505	BR18-003301	SFD			04/06/2018			
		2018	47 FREEPORT DISCOVERY BAY CA 94505	BR18-002390	SFD			04/06/2018			
		2018	55 FREEPORT DISCOVERY BAY CA 94505	BR18-002389	SFD			04/06/2018			
		2018	51 FREEPORT DISCOVERY BAY CA 94505	BR18-002392	SFD			04/06/2018			
		2018	63 PISCADERO DISCOVERY BAY CA 94505	BR18-004044	SFD			05/09/2018			
		2018	630 PISCADERO DISCOVERY BAY CA 94505	BR18-004047	SFD			05/09/2018			
		2018	564 PISCADERO DISCOVERY BAY CA 94505	BR18-003559	SFD			04/11/2018			
		2018	608 PISCADERO DISCOVERY BAY CA 94505	BR18-003563	SFD			04/11/2018			
		2018	602 PISCADERO DISCOVERY BAY CA 94505	BR18-003557	SFD			04/11/2018			
		2018	609 PISCADERO DISCOVERY BAY CA 94505	BR18-003558	SFD			04/11/2018			
		2018	607 PISCADERO DISCOVERY BAY CA 94505	BR18-003560	SFD			04/11/2018			
		2018	606 PISCADERO DISCOVERY BAY CA 94505	BR18-003561	SFD			04/11/2018			
		2018	605 PISCADERO DISCOVERY BAY CA 94505	BR18-003562	SFD			04/11/2018			
		2018	604 PISCADERO DISCOVERY BAY CA 94505	BR18-004043	SFD			05/09/2018			
		2018	607 PISCADERO DISCOVERY BAY CA 94505	BR18-004045	SFD			05/09/2018			
		2018	604 PISCADERO DISCOVERY BAY CA 94505	BR18-004046	SFD			05/09/2018			
		2018	603 PISCADERO DISCOVERY BAY CA 94505	BR18-004048	SFD			05/09/2018			
		2018	602 PISCADERO DISCOVERY BAY CA 94505	BR18-004049	SFD			05/09/2018			
		2018	608 PISCADERO DISCOVERY BAY CA 94505	BR18-005417	SFD			05/31/2018			
		2018	283 TIDEWATER DISCOVERY BAY CA 94505	BR18-005420	SFD			05/31/2018			
		2018	9021 PISCADERO DISCOVERY BAY CA 94505-2903	BR18-005412	SFD			05/31/2018			
		2018	9015 PISCADERO DISCOVERY BAY CA 94505-2903	BR18-005413	SFD			05/31/2018			
		2018	9020 PISCADERO DISCOVERY BAY CA 94505-2903	BR18-005414	SFD			05/31/2018			
		2018	9012 PISCADERO DISCOVERY BAY CA 94505	BR18-005387	SFD			05/31/2018			
		2018	9048 SHEARWATER DISCOVERY BAY CA 94505	BR18-005389	SFD			05/31/2018			
		2018	9046 SHEARWATER DISCOVERY BAY CA 94505	BR18-005389	SFD			05/31/2018			
		2018	9001 PISCADERO DISCOVERY BAY CA 94505	BR18-005388	SFD			05/31/2018			
		2018	9018 PISCADERO DISCOVERY BAY CA 94505	BR18-005416	SFD			05/31/2018			
		2018	9019 PISCADERO DISCOVERY BAY CA 94505	BR18-005419	SFD			05/31/2018			
		2018	9012 PISCADERO DISCOVERY BAY CA 94505	BR18-005418	SFD			05/31/2018			
		2018	9000 SHEARWATER DISCOVERY BAY CA 94505	BR18-005383	SFD			05/31/2018			
		2018	9008 SHEARWATER DISCOVERY BAY CA 94505	BR18-005384	SFD			05/31/2018			
		2018	9016 SHEARWATER DISCOVERY BAY CA 94505	BR18-005385	SFD			05/31/2018			
		2018	9023 PISCADERO DISCOVERY BAY CA 94505-2903	BR18-005415	SFD			05/31/2018			
		2018	9024 SHEARWATER DISCOVERY BAY CA 94505	BR18-005386	SFD			05/31/2018			





ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation

12/31/2021

Justification		Corte Madera County - Unincorporated		Note: * Optional field Cells in gray contain auto-calculation formulas	
Reporting Year	2018	(Jan. 1 - Dec. 31)			
	19832007	2465 LINADA LN ALAMO 94507-2815	CDU16-0004	ADU	1
	19704029	333 CORNIE PL ALAMO 94507-2263	CDU16-0004	ADU	1
	35417780	1338 FRANCIS ST CROCKETT 94525-1365	CDU18-0073	ADU	1
	12526206	322 3rd Ave South Petaluma CA 94953	CDU17-0076	ADU	1
	35427202	2 Ridge Park Ct Crockett CA 94525	CDU17-0069	ADU	1
	38007087	515 Palma Dr Martinez CA 94569	CDU17-0068	ADU	1
	41906218	1465 Beas Village San Pablo CA	CDU17-0062	ADU	1
	35810307	569 Conal Dr Redco CA	CDU17-0055	ADU	1
	20418002	3600 Brook Dr Pleasanton CA	CDU17-0052	ADU	1
	35712006	855 Garrison Ave Rodeo CA	CDU17-0044	ADU	1
	40515208	1441 Rachel Rd San Pablo CA	CDU17-0043	ADU	1















# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202)

<b>Jurisdiction</b>	Contra Costa County - Unincorporated	
<b>Reporting Year</b>	2018	(Jan. 1 - Dec. 31)

**Table D**

### Program Implementation Status pursuant to GC Section 65583

#### Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1. Neighborhood Preservation Program	Improve the quality of existing housing & neighborhoods.	Ongoing	County-wide, there were six homes funded for rehabilitation and seven rehabilitation projects completed. Of the seven completed projects, three households were extremely low-income (30% AMI), two households were very low-income (50% AMI), and two households were low-income (80% AMI).  Of these projects, three were funded and completed within the unincorporated County with two households at 30% AMI, and one household at 50% AMI.
2. Weatherization Program	Assist homeowners and renters with minor home repairs.	Ongoing	213 units have been weatherized in County cities, towns, and communities. 183 units were extremely low income (30% AMI) and 30 units were very low income (50% AMI).
3. Code Enforcement	Maintain & improve the quality of existing housing & neighborhoods.	Ongoing	There were a total of 1209 cases opened and 1479 cases closed. Approximately 99% of all cases were residential.
4. Preservation of Affordable Housing Assisted with Public Funds	Preserve the existing stock of affordable housing.	Ongoing	The County awarded \$151,000 to RNHS in CDBG funds for the rehabilitation of three single-family homes in Richmond affordable to and occupied by low-income families. The County awarded and closed financing for \$1.3 million in HOME funds for the Antioch Scattered Sites rehabilitation project in Antioch for 56 rental units across two sites. Both projects are located in the incorporated areas of the County.
5. New Construction of	Increase the supply of affordable housing,	Annual: Award HOME,	There are no new projects funded during this reporting period.
6. Housing Successor to the former Redevelopment Agency	Utilize County owned property (former redevelopment agency) to develop affordable housing	Disposition agreements by 2020	The County worked on drafting a disposition and development agreement with a developer to develop the Orbisonia Heights project, a mixed-use project with commercial spaces and 325 residential units in Bay Point. The County reissued a request for proposal for the development of the Rodeo Town Plaza site in Rodeo, which includes a mixed-use development with townhouses and commercial spaces. Construction of the Heritage Point multi-family residential and commercial project in North Richmond began in 2018 for completion and occupancy in 2019.
7. Inclusionary Housing	Integrate affordable housing within market-rate developments.	Ongoing	An update of the inclusionary housing in-lieu fees for rental and for-sale housing was brought to the Board of Supervisors and approved in December 2018, which became effective in 2019. There were no in-lieu fees collected during this reporting period.
8. Acquisition/ Rehabilitation	Improve existing housing and increase supply of affordable housing.	Ongoing	The County awarded \$151,000 to RNHS in CDBG funds for the rehabilitation of three single-family homes in Richmond affordable to and occupied by low-income families. The County awarded and closed financing for \$1.3 million in HOME funds for the Antioch Scattered Sites rehabilitation project in Antioch for 56 rental units across two sites. Both projects are located in the incorporated areas of the County.
9. Second Units	Facilitate the development of second units.	Ongoing	There were 78 second unit entitlement permits approved and 47 building permits issued

10. Affordability by Design	Develop affordability by design program to promote creative solutions to building design and construction.	2017	There is nothing to report for this reporting period.
11. New Initiatives Program	Develop new programs or policies to fund or incentivize affordable housing development	2017	There is nothing to report for this reporting period.
12. Special Needs Housing	Increase the supply of special needs housing.	Ongoing	There are no projects to report in this reporting period.
13. Developmental Disabled Housing	Increase the supply of housing available to persons with developmental disabilities	Ongoing	There were no projects this reporting period in the unincorporated County.
14. Accessible Housing	Increase the supply of accessible housing.	Ongoing	The County continues to require accessible units in all new construction projects that received HOME or CDBG funding. Accessible units are included in rehabilitation projects when feasible where five percent of the units must be accessible to the physically impaired and an additional two percent of the units must be accessible to the hearing/vision impaired. (See New Construction and Affordable Housing Program) The County Building Inspection Division conducted a training for staff on accessibility and disabled access scoping provisions under the 2016 California Building Code and other applicable laws.
15. Reasonable Accommodation	Increase the supply of special needs and accessible housing.	Ongoing	Through the NPP program, the County funded and completed two projects that included accessibility improvements that consisted of bathroom accessibility improvements, and the installation of an ADA compliant ramp and handrails.
16. Contra Costa Interagency Council on Homelessness	Meet the housing & supportive services needs of the homeless	Ongoing	This program is currently known as the Council on Homelessness. They continue to support the development of permanent supportive housing. Hearth Act funds are used for the support of existing permanent supportive housing units or placement of people into permanent supportive housing.
17. Farmworker Housing	Increase the supply of farmworker housing	Annually: Include farmworker housing in CDBG, HOME NOFA (See #5 above)	There are no projects to report in this reporting period.
18. First-Time Homebuyer Opportunities	Provide additional homeownership opportunities.	Ongoing	The County provided 20 households with Mortgage Credit Certificates (MCC) throughout the county and cities with a total of \$1,525,071 in MCCs.
19. Extremely Low Income Housing	Promote development of housing affordable to extremely low income households.	Annually: Include a priority for extremely-low income housing in CDBG, HOME, HOPWA NOFA (See #5 above)	The County continues to provide funding preferences to developers who include units that are affordable to extremely-low income households. There were a total of 186 extremely low income housing projects during this reporting period (See Neighborhood Preservation Program and Weatherization Program).
20. Sites Inventory	Provide for adequate housing sites, including 'as-right development' sites for homeless facilities	Ongoing maintenance of site inventory.	There are no changes or updates for this reporting period.
21. Mixed-Use Developments	Encourage mixed-use developments.	2015 – 2016: Review existing ordinance and development patterns. 2016 – 2017: Draft outline of revised ordinance and meet with stakeholder groups 2017 – 2018: Determine whether or not to draft and adopt revised ordinance	The County is reviewing the existing ordinance with the General Plan update.
22. Density Bonus & Other Development Incentives	Support affordable housing development.	Ongoing	Bay Point Family Apartments, a 193-unit multi-family apartment project entered into a Density Bonus Developer Agreement with the County.

23. Infill Development	Facilitate infill development.	Biennially: Review site inventory, adjust for planned and completed developments Biennially: Review site inventory and adjust for planned and completed developments	There is nothing to report for this reporting period.
24. Planned Unit District	Provide flexibility in design for residential projects.	Ongoing	There is nothing to report for this reporting period.
25. Development Fees	Reduce the cost of development	Ongoing	There are no updates to report during this period.
26. Quick Turn-around Program	Develop program to expedite review of small projects, and conditions of approval	2016	This program continues to be utilized for ensuring expedited review of infill projects and various planning applications including tree permits, variances, and design reviews.
27. Review of Zoning & Subdivision Ordinance	Periodically review subdivision ordinance to ensure it does not unduly constrain housing development. Revise zoning code to allow emergency shelters by right, single room occupancy housing, transitional and permanent supportive housing, and agricultural worker housing.	By December 31, 2014: Adopt emergency housing and single room occupancy ordinance. (adopted 11/4/2014)  1st quarter 2015: Adopt Agricultural worker housing, permanent supportive, and transitional housing zoning text changes  Ongoing: period review of zoning and subdivision ordinances	The County is reviewing the existing zoning ordinance with the General Plan update.
28. Coordinated County Department Review of Development Applications	Expedite application review through a better coordinated process with other County departments.	Ongoing	The County continues to coordinate and work with other various County departments and agencies when processing new applications. Regular meetings between community development, building inspection, and public works are scheduled to discuss the review and processing of applications and fees.
29. Anti-Discrimination Program	Promote fair housing.	Ongoing	The County is currently working on a County-wide Analysis of Impediments/Assessment to Fair Housing Choice report. The first round of community review, outreach, and public meetings began in the summer and fall of 2018. This report will be completed, approved, and adopted in 2019.
30. Residential Displacement Program	Limit number of households being displaced or relocated because of County sponsored programs or projects.	Ongoing	There is nothing to report this period within the unincorporated County.
31. Residential Energy Conservation Program	Participate in Bay Area regional efforts to reduce energy consumption.	2015: Review examples of guidelines for solar retrofit 2016: Draft County guidelines 2017: Adopt guidelines	Solar permits for roof-mounted residential PV systems are available on-line under the Application and Permit Center web page. Instructions for in-person and on-line submittal for expedited review is posted on the County's web page. The number of solar permits issued is 1,067. The County also participates in BayREN a regional energy network, which is a collaboration of the nine counties that make up the San Francisco Bay Area. This program is led by the Association of Bay Area Governments, and is an incentive and rebate program for owners and property managers for Homeowner's Associations for single-family and multi-family units for energy efficiency retrofits. There were 452 single-family home upgrades and 795 multi-family unit upgrades County-wide, with 33 single-family and 10 multi-family unit upgrades in the unincorporated County.






**General Comments:**

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# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202)

<b>Jurisdiction</b>	County -									Note: + Optional field
<b>Reporting Period</b>	2018	(Jan. 1 - Dec. 31)								Cells in grey contain auto-calculation formulas

**Table F**

### Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only				Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 <sup>+</sup>
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income									

<b>Jurisdiction</b>	Costa County - Unincorporated		
<b>Reporting Year</b>	2018	(Jan. 1 - Dec. 31)	
<b>Permitted Units Issued by Affordability Summary</b>			
	<b>Income Level</b>	<b>Current Year</b>	
Very Low	Deed Restricted	0	
	Non-Deed Restricted	0	
Low	Deed Restricted	0	
	Non-Deed Restricted	0	
Moderate	Deed Restricted	0	
	Non-Deed Restricted	0	
Above Moderate		100	
Total Units 44		<b>100</b>	
Note: units serving extremely low-income households are included in the very low-income permitted units totals			
<b>Entitlement Summary</b>			
Total Housing Applications Submitted:		64	
Number of Proposed Units in All Applications Received:		77	
Total Housing Units Approved:		61	
Total Housing Units Disapproved:		0	
<b>Use of SB 35 Streamlining Provisions</b>			
Number of Applications for Streamlining		0	
Number of Streamlining Applications Approved		0	
Total Developments Approved with Streamlining		0	
Total Units Constructed with Streamlining		0	
<b>Units Constructed - SB 35 Streamlining Permits</b>			
	<b>Income</b>	<b>Rental</b>	<b>Ownership</b>
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0
Cells in grey contain auto-calculation formulas			



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 26, 2019

Subject: Sale of Multifamily Housing Revenue Bond Project - Marina Heights Apartments, Pittsburg

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/94 approving the transfer of ownership of Marina Heights Apartments, a 200-unit residential rental project including 80 affordable units located in the City of Pittsburg, that was funded by County-issued multifamily housing revenue bonds in 2004, including:

- 1) authorizing execution of the Assignment Agreement;
- 2) approving Quint & Thimmig as Bond Counsel; and
- 3) approving any other actions necessary in order to consummate the sale and transfer of the project.

**FISCAL IMPACT:**

No fiscal impact. The new owner will continue operating the project in compliance with the existing Regulatory Agreement, including payment of annual issuer fees to cover staff costs associated with monitoring the project for compliance with affordability requirements.

**BACKGROUND:**

In October of 2004, the County issued Multifamily Housing Revenue Bonds (Marina Heights Apartments Project) Series 2004-C and the proceeds to the bonds were used to provide financing for Marina Heights

- 
- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Kristen Lackey  
925-674-7793

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Apartments, a 200 unit residential rental project located in Pittsburg (the "Project") with 80 units reserved for low-income households earning at or below 60% of the area median income. The County entered into a Regulatory Agreement with Steadfast Marina Heights, L.P. (the "Current Owner") to maintain the project's affordability for a term of 55 years.

The Current Owner wishes to sell the Project to FFAH Marina Heights, LLC, a limited partnership with Foundation for Affordable Housing (FFAH) as the managing general partner. FFAH is a tax-exempt 501(c)(3) located in southern California that has developed affordable housing throughout the United States for over 25 years. Within the Bay Area, they have developed 25 multifamily projects and 12 senior projects. FFAH will use Hyder and Company to provide property management services. Hyder's Property Management Professionals have over 20 years' experience in managing affordable rental housing including HUD, California Housing and Community Development (HCD) and Tax Credit projects. References were checked for both companies with positive responses.

This action is to approve the sale and transfer of the Project from the Current Owner to FFAH Marina Heights, LLC, including the execution of an Assignment and Assumption Agreement that transfers the Regulatory Agreement to FFAH. The action also approves the services of our bond counsel, Quint & Thimmig. Quint & Thimmig has served as bond counsel for the County's Multifamily Housing Revenue Bond Program since 2011. The bonds will be fully defeased as part of the property sale transaction.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, Marina Heights would not be able to be sold to FFAH Marina Heights, LLC.

CHILDREN'S IMPACT STATEMENT:

Multifamily affordable housing supports all five of the following children's outcomes:

- (1) Children Ready for and Succeeding in School;
- (2) Children and Youth Healthy and Preparing for Productive Adulthood;
- (3) Families that are Economically Self Sufficient;
- (4) Families that are Safe, Stable and Nurturing; and
- (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.

ATTACHMENTS

Resolution 2019/94

Marina Heights Assignment and Assumption

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 03/26/2019 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2019/94**

In the Matter of Approving a Transfer of Ownership of Marina Heights Apartments:

WHEREAS, in October of 2004, the County of Contra Costa (the "County") issued its Multifamily Housing Revenue Bonds (Marina Heights Apartments Project) Series 2004-C (the "2004 Bonds"), and the proceeds of the 2004 Bonds were used to provide financing for the Marina Heights Apartments, located in the City of Pittsburg (the "Project"); and

WHEREAS, Steadfast Marina Heights, L.P., a California limited partnership, the current owner of the Project (the "Current Owner") now desires to sell the Project to FFAH Marina Heights, LLC, a California limited liability company (the "New Owner"), and the agreements related to the 2004 Bonds require the prior written consent of the County to such transfer after the submission of certain documents to the County specified in the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of October 1, 2004 (the "2004 Bond Document"), between the County and the Current Owner; and

WHEREAS, representatives of the New Owner have provided information relative to the experience of the New Owner in respect of the ownership and operation of multifamily rental housing facilities similar to the Project, and have submitted to the County drafts of an Assignment and Assumption of Regulatory Agreement and Declaration of Restrictive Covenants (the "Assignment Agreement") and an opinion of counsel to the New Owner (the "Opinion"), as required by the 2004 Bond Document; and

WHEREAS, Department of Conservation and Development Staff have reviewed the information and documents provided on behalf of the New Owner, and have confirmed that the New Owner has experience in the ownership of multifamily rental housing facilities and that the Assignment Agreement and Opinion conform to the requirements of the 2004 Bond Document; and

WHEREAS, the Current Owner has indicated its intent to cause a redemption of all of the outstanding 2004 Bonds concurrently with the transfer of the Project to the New Owner; and

WHEREAS, the Current Owner has agreed to pay all costs of the County in connection with the County's approval of the transfer of ownership of the Project; and

WHEREAS, the Board of Supervisors now desires to approve the sale and transfer of the ownership of the Project to the New Owner and to authorize the execution of documents related to such transfer, and otherwise to authorize County Staff to assist the Current Owner with the redemption of the 2004 Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Contra Costa:

Section 1. The Board of Supervisors hereby approves the sale and transfer of the Project from the Current Owner to the New Owner, subject to the receipt by the Affordable Housing Program Manager of an Assignment Agreement executed by the parties thereto, an executed Opinion and an opinion of Bond Counsel as referenced in Section 12 of the 2004 Bond Document. The Director of the Department of Conservation and Development is hereby authorized and directed to execute and deliver the Assignment Agreement in the form on file with the Clerk of the Board, together with such changes as shall be approved by such officer, and the execution and delivery by the Director of the Department of Conservation and Development of the Assignment Agreement shall be conclusive evidence of the approval by the County of the sale and transfer of the Project to the New Owner.

Section 2. Quint & Thimmig LLP is hereby approved as Bond Counsel to the County with respect to the sale and transfer of ownership of the Project and the redemption of the 2004 Bonds; provided that the fees and expenses of Bond Counsel shall be paid by the Current Owner.

Section 3. All actions heretofore taken by the officers and agents of the County with respect to the sale and transfer of ownership of the Project as described in this Resolution are hereby approved, confirmed and ratified, and the proper officers of the County

are hereby authorized and directed, for and in the name and on behalf of the County, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the sale and transfer of the Project to the New Owner and the redemption of the 2004 Bonds.

Section 4. This Resolution shall take effect immediately upon its adoption.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: March 26, 2019**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

**Contact: Kristen Lackey 925-674-7793**

By: , Deputy

**cc:**



RECORDING REQUESTED BY AND )  
WHEN RECORDED RETURN TO: )  
 )  
Contra Costa County )  
Department of Conservation and Development )  
30 Muir Road )  
Martinez, California 94553 )  
Attention: Affordable Housing Program Manager )

---

[SPACE ABOVE THIS LINE FOR RECORDER'S USE.]

ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS

This Assignment and Assumption of Regulatory Agreement and Declaration of Restrictive Covenants ("Assignment"), is entered into as of the \_\_\_\_ day of March, 2019 (the "Effective Date"), by and among STEADFAST MARINA HEIGHTS, L.P., a California limited partnership ("Assignor"), FFAH MARINA HEIGHTS, LLC, a California limited liability company ("Assignee"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "Issuer") with reference to the following:

A. WHEREAS, the Issuer issued its Multifamily Housing Revenue Bonds (Marina Heights Apartments Project) Series 2004-C (the "Bonds") under a Master Pledge and Assignment, dated as of October 1, 2004, among the Issuer, U.S. Bank National Association, as bondholder and U.S. Bank National Association, as agent of the Issuer (the "Agent");

B. WHEREAS, the Agent (for the account of the Issuer) used the proceeds of the Bonds to fund a loan to the Assignor pursuant to a Loan Agreement, dated as of October 1, 2004, between the Agent and the Assignor (as supplemented, amended or replaced from time to time, the "Loan Agreement"), for Marina Heights Apartments (the "Project"), located on the real property site described in Exhibit A hereto (as further described herein, the "Property");

C. WHEREAS, in order to assure the Issuer and the owners of the Bonds that interest on the Bonds will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, and to satisfy the public purposes for which the Bonds were authorized to be issued, certain limits on the occupancy of units in the Project were established in that certain Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement"), dated October 1, 2004, and recorded in the Official Records of the County of Contra Costa, as document No. 2004-386197.

D. WHEREAS, Assignor wishes to sell the Project and the Property to Assignee concurrently herewith, and Assignor wishes to assign all of its right title and interest in and to, and all of its obligations under, the Agreement and Assignee wishes to assume all of the Assignor's right, title and interest in and to, and all of Assignor's obligations under, the Agreement.

F. In connection therewith, the parties desire to record this Assignment to give notice of the assignment and assumption of the Agreement.

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

1. TERMS. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. ASSIGNMENT OF AGREEMENT. As of the Effective Date, Assignor hereby assigns to Assignee all of its right, title and interest and its obligations and liabilities under the Agreement.

3. ASSUMPTION. Assignee hereby accepts such assignment effective as of the Effective Date, and assumes and agrees to perform all of Assignor's liabilities, obligations, covenants, agreements, terms, provisions and conditions under the Agreement to the extent accruing from and after the Effective Date.

4. REPRESENTATIONS OF ASSIGNEE. Assignee represents and covenants to the Issuer that Assignee intends to hold the Property for its own account, has no current plans to sell or transfer the Property to another entity, and will operate the Property in compliance with the Agreement.

5. REPRESENTATIONS OF ASSIGNOR. Assignor represents and covenants to the Issuer that:

(a) To current knowledge of Assignor, no default has occurred and is continuing under the Agreement as of the Effective Date; and

(b) On or before the Effective Date, Assignor will reimburse the Issuer for all reasonable fees, costs and expenses incurred by the issuer (including the fees of its bond counsel) in connection with its consent to the sale and transfer of the Property to Assignee and Assignee's assumption of the Agreement; and

(c) On or before the Effective Date, Assignor shall have paid in full all amounts payable, and taken all other actions necessary, to redeem in full the Bonds and will reimburse the Issuer, the Bank and the Agent for all fees, costs and expenses incurred in connection with the repayment in full of the Bonds.

6. REPRESENTATIONS OF PARTIES. Each of the Assignor and the Assignee severally represents, each with respect only to itself, as of the date hereof, as follows:

(a) It is duly organized and existing under the laws of the jurisdiction of its organization, with full power and authority to execute and deliver this Assignment, to enter into the transactions contemplated hereby and to perform all the duties and obligations to be performed by it hereunder;

(b) It has duly authorized this Assignment and the transactions contemplated hereby and the performance of all the duties and obligations to be performed by it hereunder by all necessary governmental, corporate and/or partnership action;

(c) It has duly executed and delivered this Assignment and this Assignment constitutes its valid, legal and binding obligation enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or similar laws or equitable principles relating to or limiting creditors' rights generally; and

(d) The execution and delivery of this Assignment and the performance of the transactions on its part contemplated hereby will not violate any agreement by which it is bound

or to which it or any of its assets are affected, or its organizational documents or an statute, regulation, rule, order or judgment applicable to it.

7. NOTICES. The parties hereto hereby agree that from and after the Effective Date the address for notices to the "Owner" under the Agreement is and shall be as follows:

FFAH Marina Heights, LLC  
c/o Foundation for Affordable Housing  
384 Forest Avenue, Suite 14  
Laguna Beach, CA 92651

8. CONSENT. Issuer hereby acknowledges that upon for execution and delivery of this Assignment by the Assignor and the Assignee, and the delivery of the opinion of counsel to the Assignee required by clause (B) of Section 12 of the Agreement and the opinion of Bond Counsel required by clause (C) of Section 12 of the Agreement, the requirements of Section 12 of the Agreement related to the transfer of the Project to the Assignee will have been satisfied, and upon receipt by the Issuer of such documents it hereby consents to the assignment and assumption set forth herein.

9. SUCCESSORS AND ASSIGNS. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

10. MISCELLANEOUS.

(a) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument.

(b) This Assignment shall be binding on and inure to the benefit of the respective successors and assigns of the parties.

(c) The parties agree to execute and deliver all documents required or reasonably deemed necessary by any party to this Assignment, at the expense of the Assignee.

(d) The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Assignment.

(e) This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of California, applicable to contracts made and performed in California.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first written above.

Assignor:

STEADFAST MARINA HEIGHTS, L.P.,  
a California limited partnership

By: Affordable Housing Access, Inc.,  
a California nonprofit public benefit  
corporation, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Steadfast MHA, L.P., a California limited  
partnership, its Co-General Partner

By: SRP Affordable Holdings, LLC,  
a Delaware limited liability  
company, its general partner

By: Beacon Bay Holdings, LLC  
a Delaware limited liability  
company, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Assignee:

FFAH MARINA HEIGHTS, LLC,  
a California limited liability company

By: FOUNDATION FOR AFFORDABLE  
HOUSING, INC.,  
a Delaware nonprofit public benefit  
corporation, its sole member

By: \_\_\_\_\_  
Darrin Willard  
President

[Signatures continue on the following page]

Issuer:

County of Contra Costa

By: \_\_\_\_\_

John Kopchick,  
Director, Department of Conservation and  
Development

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PITTSBURG, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1, AS SHOWN ON THE MAP ENTITLED "OFFICIAL MAP OF THE PITTSBURG REDEVELOPMENT PROJECT, MARINA VIEW", FILED OCTOBER 25, 1968, MAP BOOK 124, PAGE 41, CONTRA COSTA COUNTY RECORDS.

APN: 085-064-015

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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

[SEAL]

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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

[SEAL]





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 26, 2019

Subject: February 2019 Operations Update of the Employment and Human Services Department, Community Services Bureau

---

**RECOMMENDATION(S):**

ACCEPT the February 2019 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communication and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program, and Community Services Bureau.

**CONSEQUENCE OF NEGATIVE ACTION:**

Not applicable.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Elaine Burres  
608-4960

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

CSB Feb 2019 CAO Report

CSB Feb 2019 EHS Fiscal

CSB Feb 2019 CACFP Report

CSB 2019 Credit Card Report

CSB Deb 2019 EHS CC Partnership Agreement

CSB Feb 2019 LIHEAP

CSB Feb 2019 HS Fiscal

CSB Feb 2019 Semi Annual Monitoring Report  
2018.2018

CSB Feb 2019 Menu




To: David Twa, Contra Costa County Administrator  
From: Kathy Gallagher, EHSD Director  
Subject: Community Services Monthly Report  
Date: February 2019

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### News /Accomplishments

- February 11 - 14, Arizona Head Start Association and Region 9 Head Start Association hosted the 2019 Western States Learning Institutes that facilitated various workshops and learning tracks geared towards education staff, program leaders and program partners. Our very own Monica De Vera, Program Coordinator for our ECE Work Study Program and other professional development initiatives, was a co-panelist in the Workforce Development Panel of the Family Self Sufficiency track – along with Eve Del Real, Assistant Director from Maricopa County in Arizona and Workforce Development staff William Walker and Lisa Carr from Sacramento County (Employment and Training agency); during this workshop, Monica introduced and spoke about CSB’s programs, it’s innovative approaches in “growing our own” and the amazing partnership we have in our community. This workshop was also attended by Maureen Burns Vermette, Supervisory Program Specialist for Region 9.
- Give Kids a Smile Day was held on February 1, 2019. A total of 535 children received dental exams and fluoride varnish. Excellent leadership, coordination and teamwork contributed to making this event so successful. Participating dentists shared how impressed they were with our program and the staff support they received. Many of the dentists asked to be included in GKSD next year.
- CSB staff, children and families celebrated “Pride in Food Service Week” during the week of February 4 – 8. This annual event is dedicated to celebrate CSB’s Child Nutrition Unit (CNU) staff and their work in food service. During this year’s celebration, CNU staff enjoyed a variety of artwork, pictures, and kind and encouraging words from CSB staff, children and parents. Verde Head Start and their families prepared a healthy vegetable soup and corn bread muffin for CNU staff which was nicely accompanied with sandwich trays complementary of Kinder’s Restaurant.
- The Comprehensive Services (CS) Team received a training on Human Trafficking at the All CS staff team Meeting on January 9, 2019. Resources and tips on how to identify families and individuals who may be experiencing human trafficking were shared as well as agencies that can provide support and assistance.
- CSB, in collaboration with the California State University of East Bay (CSUEB) Nursing Program, held orientation for seven students who will begin providing on site lessons at selected sites. Informational pamphlets on health/nutrition topics will be available to parents, and families will receive referral follow-up services as needed.
- On January 28-29, 2019, CSB in collaboration with the CHDP, held a Hearing/Vision Screening Certification Training. Ten CSB participants, two YMCA participants and 18 participants from the health community participated in the training. The training

  
1470 Civic Court,  
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Concord, CA  
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F: 925 313 8301

  
[www.cccounty.us/ehsd](http://www.cccounty.us/ehsd)



included a practicum with CSB Head Start preschoolers from Balboa and GMC centers enabling participants to apply skills gained.

- On February 8, 2019, CSB's Central Kitchen Unit received an unannounced health inspection by Contra Costa Environmental Health. The inspection concluded with a few minor corrections, which have been addressed.
- CSB is proud announce that Julia Kittle-White, Comprehensive Services Manager, and Ruth Hunter, Site Supervisor have successfully completed their Trauma Informed Fellowship Program, and were recognized at a graduation ceremony hosted by First 5 Contra Costa. First 5 used a train-the-trainer model to increase fellows' knowledge and awareness of trauma-informed practices, and to develop their skills to lead trauma-informed trainings at their agencies. Both staff are now certified trainers who will be training CSB staff to continue their efforts in becoming a more Trauma-Informed community.
- On February 3-6, 2019, CSB Director, Managers, and several teaching staff and site supervisors attended the Head Start California Association Conference in Riverside. The conference focused on Parent, Family, and Community Engagement, as well as Education.
- Congratulations to the Los Arboles team for achieving the five-year term of re-accreditation by the National Association for the Education of Young Children (NAEYC).
- On February 13, 2019, George Miller Concord (GMC) received an unannounced site visit from Community Care Licensing. The visit was a success and concluded with no findings.
- CSB is preparing for the Triennial Review of the Community Action Program beginning on March 14, 2019 and concluding on March 15, 2019. Field Representative Katie Walker, from California's Department of Community Services and Development (CSD) has reviewed fiscal and internal program files and fiscal reports. During her visit, the field representative will be meeting with the Economic Opportunity Council (EOC) Executive Committee during the entrance conference, attending the EOC business meeting in the evening and visit with Shelter Inc., a Community Services Block Grant subcontractor.
- Our Assistant Director, Magda Bedros, lead a group of 12 dedicated Partner leadership staff through a 2-day CLASS observation training. The participants will be able to use their new found knowledge toward becoming CLASS reliable. CLASS is just one tool that we use to monitor and support the continuous growth and development of our teaching staff.
- Our Family Childcare Partners and CoCoKids enjoyed a Provider Night Out. Two of our Partner CS Team joined this event. The evening was filled with learning new EHS information, sharing success stories and problem solving as a group any challenges. CoCoKids hosted a delicious meal and CSB provided a children's book and toy for each provider for use in their programs.
- Comprehensive Services Health Manger, Debi Marsee announced her retirement, effective February 28, 2019 following 22 years of dedication and exemplary service to

CSB. As a strong advocate for children and families, Debi worked tirelessly within and outside CSB promoting best health practices. She developed many valuable partnerships and is highly regarded within Contra Costa County's health community and beyond. Although Debi will be missed by all, she will never be forgotten - her legacy will remain with CSB forever.

- Nine Mental Health (MH) interns and their two supervisors participated in Play Therapy-Part 2-training to support their work with CSB children and families. The training covered:
  - A theoretical understanding of directive vs. non directive play therapy, including guidelines, principles and implementation.
  - Understanding and skills to effectively support parents to improve parenting skills
  - An understanding on limit setting in a therapeutic environment to enhance the
- On February 26, 2019, the Board of Supervisors approved Michelle Chenault, resident from Hercules, as a delegate to Supervisor Glover on the Economic Opportunity Council (EOC).

**I. Status Updates:**

**a. Caseloads, workload (all programs)**

- Head Start enrollment: 99.5%
- Early Head Start enrollment: 101.6%
- Early Head Start Child Care Partnership enrollment: 100%
- Early Head Start Child Care Partnership # 2 enrollment: 99.5%
- Head Start Average Daily Attendance: 78.6%
- Early Head Start Average Daily Attendance: 81.4%
- Early Head Start Child Care Partnership Attendance: 81.4%
- Stage 2: 459 families and 735 children
- CAPP: 119 families and 199 children
  - In total: 578 families and 934 children
  - Incoming transfers from Stage 1: 34 families and 58 children
- LIHEAP: 444 households have been assisted
- Weatherization: 10 households

**b. Staffing:**

- During the month of February, CSB hired seven temporary Teacher Assistant Trainees and four temporary Associate Teachers to maintain a viable pull of substitutes needed for the classroom. The Bureau also promoted an Accountant I to an Accountant II for the incumbent to take on new, higher level role within the Fiscal Unit. The Bureau is in the final stages of selecting candidates for the Child Nutrition Worker II, temporary floater Child Nutrition Worker I and two Transporter positions.

- CSB continues to seek suitable candidates to fill the Assistant Director, Comprehensive Service Manager (Mental Health), Comprehensive Service Manager (Health & Education), Child Nutrition Food Supervisor and temporary and permanent Intermediate clerk positions.

○

**c. Union Issues:**

- There are no issues to report at this time.

**II. Emerging Issues and Hot Topics:**

- CSB is tracking several key pieces of legislation that complement the priorities set forth in Governor Newsome’s budget proposal. There are roughly eight pieces of legislation that CSB is keeping a close watch on including facilities grant funding, infant/toddler expansion, and preschool expansion bills.

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2019 EARLY HEAD START PROGRAM**  
January 2019 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 18,038	\$ 241,295	\$ 223,257	7%
<b>b. FRINGE BENEFITS</b>	9,330	136,908	127,578	7%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	-	-	-	0%
<b>e. SUPPLIES</b>	56	17,300	17,244	0%
<b>f. CONTRACTUAL</b>	960	1,284,300	1,283,340	0%
<b>g. CONSTRUCTION</b>	-	-	-	0%
<b>h. OTHER</b>	1,668	1,897,915	1,896,247	0%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 30,053	\$ 3,577,718	\$ 3,547,665	1%
<b>j. INDIRECT COSTS</b>	-	50,672	50,672	0%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 30,053</b>	<b>\$ 3,628,390</b>	<b>\$ 3,598,337</b>	<b>1%</b>
<b><i>In-Kind (Non-Federal Share)</i></b>	<b>\$ 7,513</b>	<b>\$ 907,098</b>	<b>\$ 899,584</b>	<b>1%</b>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2019 EARLY HEAD START PROGRAM**  
January 2019 Expenditures

1	2	3	4	5	6
	Actual Jan-19	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>					
<b>a. Salaries &amp; Wages (Object Class 6a)</b>					
Permanent 1011	14,459	14,459	180,188	165,729	8%
Temporary 1013	3,579	3,579	61,107	57,528	6%
<b>a. PERSONNEL (Object class 6a)</b>	<b>18,038</b>	<b>18,038</b>	<b>241,295</b>	<b>223,257</b>	<b>7%</b>
<b>b. FRINGE (Object Class 6b)</b>	<b>9,330</b>	<b>9,330</b>	<b>136,908</b>	<b>127,578</b>	<b>7%</b>
<b>e. SUPPLIES (Object Class 6e)</b>					
1. Office Supplies	56	56	5,500	5,444	1%
2. Child and Family Serv. Supplies/classroom St	-	-	4,000	4,000	0%
4. Other Supplies	-	-	-	-	-
Transition Supplies	-	-	-	-	-
Computer Supplies, Software Upgrades, Con	-	-	5,000	5,000	0%
Health/Safety Supplies	-	-	700	700	0%
Mental helath/Diasabilities Supplies	-	-	-	-	-
Miscellaneous Supplies	-	-	1,100	1,100	0%
Emergency Supplies	-	-	-	-	-
Employee Morale	-	-	1,000	1,000	-
Household Supplies	-	-	-	-	-
<b>e. SUPPLIES (Object Class 6e)</b>	<b>56</b>	<b>56</b>	<b>17,300</b>	<b>17,244</b>	<b>0%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>					
2. Health/Disabilities Services	-	-	-	-	-
Health Consultant	960	960	7,800	6,840	12%
5. Training & Technical Assistance - PA11	-	-	-	-	-
Interaction	-	-	5,500	5,500	0%
Diane Godard	-	-	7,500	7,500	0%
Josephine Lee (\$35,000/2)	-	-	5,000	5,000	0%
Susan Cooke (\$60,000/2)	-	-	6,500	6,500	0%
8. Other Contracts	-	-	-	-	-
FB-Fairgrounds Partnership	-	-	72,000	72,000	0%
FB-E. Leland/Mercy Housing Partnership	-	-	180,000	180,000	0%
Apiranet	-	-	708,000	708,000	0%
Crossroads	-	-	154,000	154,000	0%
Martinez ECC	-	-	138,000	138,000	0%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>960</b>	<b>960</b>	<b>1,284,300</b>	<b>1,283,340</b>	<b>0%</b>
<b>h. OTHER (Object Class 6h)</b>					
2. Bldg Occupancy Costs/Rents & Leases (Rents & Leases/Other Income)	-	-	1,800	1,800	0%
4. Utilities, Telephone	-	-	2,700	2,700	0%
5. Building and Child Liability Insurance	-	-	-	-	-
6. Bldg. Maintenance/Repair and Other Occupa	-	-	2,300	2,300	0%
8. Local Travel (55.5 cents per mile)	-	-	4,100	4,100	0%
9. Nutrition Services	-	-	-	-	-
Child Nutrition Costs (CCFP & USDA Reimbursements)	-	-	300	300	0%
13. Parent Services	-	-	-	-	-
Parent Conference Registration - PA11	-	-	4,000	4,000	0%
PC Orientation, Trainings, Materials & Trans	-	-	4,000	4,000	0%
Policy Council Activities	-	-	800	800	0%
Parent Activities (Sites, PC, BOS luncheon)	1,173	1,173	500	(673)	235%
Child Care/Mileage Reimbursement	-	-	800	800	0%
14. Accounting & Legal Services	-	-	-	-	-
Auditor Controllers	-	-	500	500	0%
Data Processing/Other Services & Supplies	-	-	3,000	3,000	0%
15. Publications/Advertising/Printing	-	-	-	-	-
Recruitment Advertising (Newspaper, Brochu	-	-	100	100	-
16. Training or Staff Development	-	-	-	-	-
Agency Memberships (WIPFLI, Meeting Fee	-	-	20,200	20,200	0%
Staff Trainings/Dev. Conf. Registrations/Me	495	495	30,244	29,749	2%
17. Other	-	-	-	-	-
Vehicle Operating/Maintenance & Repair	-	-	8,000	8,000	0%
Equipment Maintenance Repair & Rental	-	-	1,000	1,000	0%
Dept. of Health and Human Services-data Ba	-	-	1,000	1,000	-
Other Operating Expenses (Facs Admin/Othe	-	-	12,000	12,000	0%
Other Departmental Expenses	-	-	1,800,571	1,800,571	-
<b>h. OTHER (6h)</b>	<b>1,668</b>	<b>1,668</b>	<b>1,897,915</b>	<b>1,896,247</b>	<b>0%</b>
<b>I. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>30,053</b>	<b>30,053</b>	<b>3,577,718</b>	<b>3,547,665</b>	<b>1%</b>
<b>j. INDIRECT COSTS</b>	<b>-</b>	<b>-</b>	<b>50,672</b>	<b>50,672</b>	<b>0%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>30,053</b>	<b>30,053</b>	<b>3,628,390</b>	<b>3,598,337</b>	<b>1%</b>
<b>Non-Federal Match (In-Kind)</b>	<b>7,513</b>	<b>7,513</b>	<b>907,098</b>	<b>899,584</b>	<b>1%</b>



EMPLOYMENT & HUMAN SERVICES DEPARTMENT  
 COMMUNITY SERVICES BUREAU  
 CHILD NUTRITION FOOD SERVICES  
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED  
 FY 2018-2019

Month covered	2018 December
Approved sites operated this month	14
Number of days meals served this month	20
Average daily participation	570
<b>Child Care Center Meals Served:</b>	
Breakfast	9,332
Lunch	11,409
Supplements	7,979
Total Number of Meals Served	<u>28,720</u>

**SUMMARY CREDIT CARD EXPENDITURE**

Agency: Community Services Bureau

Month: January 2019

Credit Card: Visa/U.S. Bank

Authorized Users	
C. Rand, Bureau Dir	xxxx8798
K. Mason, Div Mgr	xxxx2364
C. Reich, Div Mgr	xxxx4959
S. Kim, Sr. Bus. Systems Analyst	xxxx1907
M. Bedros, AD	xxxx1416
A. Wells, AD	xxxx8777
P. Arrington, AD	xxxx3016
I. Renggenathen, AD	xxxx0494
R. Radeva, PSA III	xxxx1899
Corporate Acct. Number	xxxx5045

Fund Org	Acct. code	Stat. Date	Card Account #	Amount	Program	Purpose/Description
1401	2100	01/22/19	xxxx5045	52.46	Indirect Admin Costs	Office Exp
				<b>\$ 52.46</b>		
1464	2102	01/22/19	xxxx4959	31.09	EHS-Child Care Partnership #2	Books, Periodicals
1432	2102	01/22/19	xxxx8777	28.00	HS Basic Grant	Books, Periodicals
1432	2102	01/22/19	xxxx8798	658.68	HS Basic Grant	Books, Periodicals
				<b>\$ 717.77</b>		
1407	2131	01/22/19	xxxx1907	10.99	Comm. Svc Block Grant	Minor Furniture/Equipment
1464	2131	01/22/19	xxxx1907	1,043.98	EHS-Child Care Partnership #2	Minor Furniture/Equipment
1401	2131	01/22/19	xxxx1907	(140.21)	Indirect Admin Costs	Minor Furniture/Equipment
1482	2131	01/22/19	xxxx0494	81.91	Child Nutrition Food Services	Minor Furniture/Equipment
1401	2131	01/22/19	xxxx8798	441.58	Indirect Admin Costs	Minor Furniture/Equipment
				<b>\$ 1,438.25</b>		
1482	2150	01/22/19	xxxx0494	736.18	Child Nutrition Food Services	Food
				<b>\$ 736.18</b>		
1423	2300	01/22/19	xxxx3016	(500.00)	HS Parent Services	Transportation & Travel
				<b>\$ (500.00)</b>		
1401	2303	01/22/19	xxxx1907	1,545.14	Indirect Admin Costs	Other Travel Employees
1432	2303	01/22/19	xxxx4959	1,475.88	HS Basic Grant	Other Travel Employees
1432	2303	01/22/19	xxxx8777	1,475.88	HS Basic Grant	Other Travel Employees
1464	2303	01/22/19	xxxx1416	491.96	EHS-Child Care Partnership #2	Other Travel Employees
1432	2303	01/22/19	xxxx2364	983.92	HS Basic Grant	Other Travel Employees
1432	2303	01/22/19	xxxx2364	(250.00)	HS Basic Grant	Other Travel Employees
1417	2303	01/22/19	xxxx8798	155.96	Child Care Svs Program	Other Travel Employees
1417	2303	01/22/19	xxxx8798	208.28	Child Care Svs Program	Other Travel Employees
1530	2303	01/22/19	xxxx3016	601.92	FACS Mental Health Program	Other Travel Employees
1423	2303	01/22/19	xxxx3016	(250.00)	HS Parent Services	Other Travel Employees
				<b>\$ 6,438.94</b>		
1401	2479	01/22/19	xxxx1899	2,173.32	Indirect Admin Costs	Other Special Dpmtal Exp
				<b>\$ 2,173.32</b>		
1432	2490	01/22/19	xxxx8777	(23.76)	HS Basic Grant	Misc Services/Supplies
1835	2490	01/22/19	xxxx8777	64.41	Pre-Kinder Resource (CPKR)	Misc Services/Supplies
1432	2490	01/22/19	xxxx8777	(184.08)	HS Basic Grant	Misc Services/Supplies
1530	2490	01/22/19	xxxx3016	130.93	FACS Mental Health Program	Misc Services/Supplies
				<b>\$ (12.50)</b>		
			<b>Total</b>	<b>11,044.42</b>		

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**EARLY HEAD START- CC PARTNERSHIP #1**  
January 2019 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 243,749	\$ 297,675	\$ 53,926	82%
b. FRINGE BENEFITS	143,783	206,426	62,643	70%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	16,912	6,900	(10,012)	245%
f. CONTRACTUAL	116,425	467,260	350,835	25%
g. CONSTRUCTION			-	0%
h. OTHER	34,972	74,699	39,727	47%
<b>I. TOTAL DIRECT CHARGES</b>	<b>\$ 555,841</b>	<b>\$ 1,052,960</b>	<b>\$ 497,119</b>	<b>53%</b>
j. INDIRECT COSTS	83,408	66,120	(17,288)	126%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 639,249</b>	<b>\$ 1,119,080</b>	<b>\$ 479,831</b>	<b>57%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 171,161</i>	<i>\$ 279,770</i>	<i>\$ 108,609</i>	<i>61%</i>

**CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
EARLY HEAD START- CC PARTNERSHIP #1  
January 2019 Expenditures**

1	2	3	4	5	6	7	8
	Jul-18 thru Sep-18	Oct 18 thru Dec-18	Actual Jan-19	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>							
<b>a. Salaries &amp; Wages (Object Class 6a)</b>							
Permanent 1011	102,952	108,027	25,918	236,897	294,675	57,778	80%
Temporary 1013	3,179	3,340	333	6,852	3,000	(3,852)	228%
<b>TOTAL PERSONNEL (6a)</b>	<b>106,131</b>	<b>111,368</b>	<b>26,250</b>	<b>243,749</b>	<b>297,675</b>	<b>53,926</b>	<b>82%</b>
<b>b. FRINGE BENEFITS (Object Class 6b)</b>							
Fringe Benefits	61,423	66,114	16,246	143,783	206,426	62,643	70%
<b>TOTAL FRINGE (6b)</b>	<b>61,423</b>	<b>66,114</b>	<b>16,246</b>	<b>143,783</b>	<b>206,426</b>	<b>62,643</b>	<b>70%</b>
<b>e. SUPPLIES (Object Class 6e)</b>							
1. Office Supplies	1,043	73	52	1,168	500	(668)	234%
2. Child and Family Services Supplies (Incl.classroom Supp	7,943	3,899	-	11,842	3,300	(8,542)	359%
3. Other Supplies							
Computer Supplies, Software Upgrades, Computer Rep	48,886	(48,301)	1,425	2,009	1,000	(1,009)	201%
Miscellaneous Supplies	-	67	32	99	100	1	99%
Household Supplies	1,765	28	-	1,793	2,000	207	90%
<b>TOTAL SUPPLIES (6e)</b>	<b>59,636</b>	<b>(44,234)</b>	<b>1,509</b>	<b>16,912</b>	<b>6,900</b>	<b>(10,012)</b>	<b>245%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>							
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts	278	112	-	390	8,000	7,610	5%
2. Other Contracts							
Contra Costa Child Care Council (52 slots x \$500)	19,000	46,000	-	65,000	312,000	247,000	21%
Loss of Subsidy	-	1,035	-	1,035	15,000	13,965	7%
Children and Family Supplies (Diapers, etc)	-	-	-	-	12,260	12,260	0%
First Baptist (20 slots x \$500)	10,000	30,000	10,000	50,000	120,000	70,000	42%
<b>TOTAL CONTRACTUAL (6f)</b>	<b>29,278</b>	<b>77,147</b>	<b>10,000</b>	<b>116,425</b>	<b>467,260</b>	<b>350,835</b>	<b>25%</b>
<b>h. OTHER (Object Class 6h)</b>							
1. Bldg Occupancy Costs/Rents & Leases	4,692	3,219	1,397	9,308	15,000	5,692	62%
2. Utilities, Telephone	3,476	5,108	802	9,386	18,000	8,614	52%
3. Bldg. Maintenance/Repair and Other Occupancy	147	435	176	758	2,000	1,242	38%
4. Local Travel (54.5 cents per mile effective 1/1/2018)	91	755	12	858	2,800	1,942	31%
5. Parent Services							
Parent Activities (Sites, PC, BOS luncheon) & Apprecia	-	-	-	-	200	200	0%
6. Accounting & Legal Services							
Legal (County Counsel)	-	-	-	-	500	500	0%
Auditor Controllers	-	-	-	-	1,000	1,000	0%
Data Processing/Other Services & Supplies	279	418	139	837	1,000	163	84%
7. Publications/Advertising/Printing							
Recruitment Advertising (Newspaper, Brochures)	-	-	-	-	100	100	0%
8. Training or Staff Development							
Staff Trainings/Dev. Conf. Registrations/Memberships -	9,224	2,162	582	11,968	25,907	13,939	46%
9. Other							
Vehicle Operating/Maintenance & Repair	-	-	-	-	1,000	1,000	0%
Equipment Maintenance Repair & Rental	-	393	-	393	3,000	2,607	13%
Other Operating Expenses (CSD Admin/Facs Mgt. Alloc	571	(74)	967	1,465	4,192	2,727	35%
<b>h. OTHER (6h)</b>	<b>18,480</b>	<b>12,417</b>	<b>4,075</b>	<b>34,972</b>	<b>74,699</b>	<b>39,727</b>	<b>47%</b>
<b>I. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>274,948</b>	<b>222,812</b>	<b>58,081</b>	<b>555,841</b>	<b>1,052,960</b>	<b>497,119</b>	<b>53%</b>
<b>j. INDIRECT COSTS</b>	<b>22,015</b>	<b>45,441</b>	<b>15,952</b>	<b>83,408</b>	<b>66,120</b>	<b>(17,288)</b>	<b>126%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>296,963</b>	<b>268,253</b>	<b>74,033</b>	<b>639,249</b>	<b>1,119,080</b>	<b>479,831</b>	<b>57%</b>
<b>Non-federal Match In-Kind</b>	<b>63,380</b>	<b>67,063</b>	<b>40,718</b>	<b>171,161</b>	<b>279,770</b>	<b>108,609</b>	<b>61%</b>

**CAO Monthly Report  
CSBG and Weatherization Programs  
Year-to-Date Expenditures  
As of January 31, 2019**

**1. 2018 LIHEAP WX**

Contract # 18B-4005  
Term: Oct. 1, 2017 - July 31, 2019  
Amount: WX \$ 908,636

Total Contract	\$	908,636
Expenditures		(908,616)
Balance	\$	<u>20</u>
Expended		100%

**2. 2018 LIHEAP ECIP/EHA 16**

Contract # 18B-4005  
Term: Oct. 1, 2017 - July 31, 2019  
Amount: EHA 16 \$ 907,105

Total Contract	\$	907,105
Expenditures		(889,743)
Balance	\$	<u>17,362</u>
Expended		98%

**3. 2019 LIHEAP WX**

Contract # 19B-5005  
Term: Oct. 1, 2018 - June 30, 2020  
Amount: WX \$ 501,655

Total Contract	\$	501,655
Expenditures		(321,926)
Balance	\$	<u>179,729</u>
Expended		64%

**4. 2019 LIHEAP ECIP/EHA 16**

Contract # 19B-5005  
Term: Oct. 1, 2018 - June 30, 2020  
Amount: EHA 16 \$ 441,456

Total Contract	\$	441,456
Expenditures		(38,631)
Balance	\$	<u>402,825</u>
Expended		9%

**5. 2018 COMMUNITY SERVICES BLOCK GRANT (CSBG)**

Contract # 18F-5007  
Term: Jan. 1, 2018 - May 31, 2019  
Amount: \$ 860,369

Total Contract	\$	860,369
Expenditures		(777,485)
Balance	\$	<u>82,884</u>
Expended		90%

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2019 HEAD START PROGRAM**  
January 2019 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 342,651	\$ 4,302,643	\$ 3,959,992	8%
b. FRINGE BENEFITS	216,445	2,746,259	2,529,814	8%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	24,000	24,000	0%
e. SUPPLIES	21,296	235,500	214,204	9%
f. CONTRACTUAL	5,440	2,650,628	2,645,188	0%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	50,961	5,761,049	5,710,088	1%
<b>I. TOTAL DIRECT CHARGES</b>	<b>\$ 636,793</b>	<b>\$ 15,720,079</b>	<b>\$ 15,083,286</b>	<b>4%</b>
j. INDIRECT COSTS	-	903,555	903,555	0%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 636,793</b>	<b>\$ 16,623,634</b>	<b>\$ 15,986,841</b>	<b>4%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 159,198</i>	<i>\$ 4,155,909</i>	<i>\$ 3,996,710</i>	<i>4%</i>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2019 HEAD START PROGRAM**  
January 2019 Expenditures

1	2	3	4	5	6
	Actual Jan-19	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>a. Salaries &amp; Wages (Object Class 6a)</b>					
Permanent 1011	307,967	307,967	3,712,553	3,404,586	8%
Temporary 1013	34,684	34,684	590,090	555,406	6%
<b>a. PERSONNEL (Object class 6a)</b>	<b>342,651</b>	<b>342,651</b>	<b>4,302,643</b>	<b>3,959,992</b>	<b>8%</b>
<b>b. FRINGE (Object Class 6b)</b>	<b>216,445</b>	<b>216,445</b>	<b>2,746,259</b>	<b>2,529,814</b>	<b>8%</b>
<b>d. EQUIPMENT (Object Class 6d)</b>	-	-	<b>24,000</b>	<b>24,000</b>	-
<b>e. SUPPLIES (Object Class 6e)</b>					
1. Office Supplies	10,337	10,337	85,000	74,663	12%
2. Child and Family Services Supplies (Includes classroom Suppli	10,959	10,959	60,000	49,041	18%
4. Other Supplies					
Health and Safety Supplies	-	-	1,000	1,000	0%
Computer Supplies, Software Upgrades, Computer Replacem	-	-	60,000	60,000	0%
Health/Safety Supplies	-	-	7,000	7,000	0%
Mental helath/Diasabilities Supplies	-	-	1,000	1,000	0%
Miscellaneous Supplies	-	-	12,000	12,000	0%
Emergency Supplies	-	-	1,000	1,000	0%
Employee Morale	-	-	2,500	2,500	0%
Household Supplies	-	-	6,000	6,000	0%
<b>TOTAL SUPPLIES (6e)</b>	<b>21,296</b>	<b>21,296</b>	<b>235,500</b>	<b>214,204</b>	<b>9%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	-	-	95,000	95,000	0%
Estimated Medical Revenue from Medi-Cal (Org 1432 - credit)	-	-	(630,000)	(630,000)	0%
Health Consultant	5,440	5,440	55,000	49,560	10%
5. Training & Technical Assistance - PA11					
Interaction	-	-	5,000	5,000	0%
Diane Godard (\$50,000/2)	-	-	9,000	9,000	0%
Josephine Lee (\$35,000/2)	-	-	5,000	5,000	0%
Susan Cooke (\$60,000/2)	-	-	10,000	10,000	0%
7. Delegate Agency Costs					
First Baptist Church Head Start PA22	-	-	2,156,616	2,156,616	0%
First Baptist Church Head Start PA20	-	-	8,000	8,000	0%
8. Other Contracts					
FB-Fairgrounds Partnership (Wrap)	-	-	74,212	74,212	0%
FB-Fairgrounds Partnership	-	-	183,600	183,600	0%
Martinez ECC (18 HS slots x \$225/mo x 12/mo)	-	-	108,000	108,000	0%
YMCA of the East Bay (20 HS slots x \$225/mo x 12/mo)	-	-	571,200	571,200	0%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>5,440</b>	<b>5,440</b>	<b>2,650,628</b>	<b>2,645,188</b>	<b>0%</b>
<b>h. OTHER (Object Class 6h)</b>					
2. Bldg Occupancy Costs/Rents & Leases	8,388	8,388	336,000	327,612	2%
4. Utilities, Telephone	5,957	5,957	274,000	268,043	2%
5. Building and Child Liability Insurance	2,584	2,584	3,000	416	86%
6. Bldg. Maintenance/Repair and Other Occupancy	-	-	67,000	67,000	0%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	352	352	62,000	61,648	1%
9. Nutrition Services					
Child Nutrition Costs	-	-	272,000	272,000	0%
(CCFP & USDA Reimbursements)	-	-	(85,000)	(85,000)	0%
13. Parent Services					
Parent Conference Registration - PA11	-	-	10,000	10,000	0%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	1,000	1,000	0%
PC Orientation, Trainings, Materials & Translation - PA11	-	-	7,600	7,600	0%
Policy Council Activities	-	-	2,000	2,000	0%
Male Involvement Activities	-	-	500	500	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	7,000	7,000	0%
Child Care/Mileage Reimbursement	-	-	7,500	7,500	0%
14. Accounting & Legal Services					
Auditor Controllers	-	-	5,000	5,000	0%
Data Processing/Other Services & Supplies	-	-	16,500	16,500	0%
15. Publications/Advertising/Printing					
Outreach/Printing	-	-	100	100	0%
Recruitment Advertising (Newspaper, Brochures)	-	-	1,400	1,400	0%
16. Training or Staff Development					
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYI	7,955	7,955	10,000	2,045	80%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	22,274	22,274	52,327	30,053	43%
Mental Health, Disabilities, Health and Safety Training	-	-	31,959	31,959	0%
Family, Community and Parent Involvement	-	-	47,458	47,458	0%
17. Other					
Site Security Guards	-	-	22,000	22,000	0%
Dental/Medical Services	-	-	2,000	2,000	0%
Vehicle Operating/Maintenance & Repair	-	-	170,000	170,000	0%
Equipment Maintenance Repair & Rental	3,452	3,452	280,000	276,548	1%
Dept. of Health and Human Services-data Base (CORD)	-	-	9,500	9,500	0%
Field Trips	-	-	30,000	30,000	0%
Other Operating Expenses (Facs Admin/Other admin)	-	-	168,205	168,205	0%
Other Departmental Expenses	-	-	3,950,000	3,950,000	0%
<b>h. OTHER (6h)</b>	<b>50,961</b>	<b>50,961</b>	<b>5,761,049</b>	<b>5,710,088</b>	<b>1%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>636,793</b>	<b>636,793</b>	<b>15,720,079</b>	<b>15,083,286</b>	<b>4%</b>
<b>j. INDIRECT COSTS</b>	<b>-</b>	<b>-</b>	<b>903,555</b>	<b>903,555</b>	<b>0%</b>
<b>k. TOTALS (ALL BUDGET CATEGORIES)</b>	<b>636,793</b>	<b>636,793</b>	<b>16,623,634</b>	<b>15,986,841</b>	<b>4%</b>
<b>Non-Federal Share (In-kind)</b>	<b>159,198</b>	<b>159,198</b>	<b>4,155,909</b>	<b>3,996,710</b>	<b>4%</b>

## **Community Services Bureau Monitoring Report Summary February 2019**

**Description:** Community Services Bureau implements a process of ongoing monitoring of its operations and services that includes: (1) using measures, tools, or procedures to implement the system of ongoing monitoring; (2) assigning staff and consultants to the ongoing monitoring of each service; (3) collecting, analyzing and reporting on the program's progress towards its own goals for quality; and (4) following-up on and correcting any weaknesses identified through ongoing monitoring.

This summary report reflects the compiled results of the monitoring conducted for the period of August 2018 through December 2018.

### **Summary of Monitoring Activities:**

Monitoring was conducted for directly operated CSB centers, partner agency centers, and the Delegate Agency, First Baptist Head Start. This report highlights the monitoring results in the areas of Center Monitoring, Need and Eligibility, Comprehensive Services, Education, Curriculum Fidelity, and Classroom Assessment Scoring System (CLASS) for preschool classrooms.

Data sources utilized by the team included: child and family files, classroom observations, CLOUDS database reports, and parent and staff interviews.

- **447** child and family files reviewed
- **13** classrooms sampled for center monitoring
- **48** directly operated, partner and delegate agency's infant, toddler, and preschool classroom were observed for curriculum fidelity
- **40** classrooms received CLASS Observations completed between November-December



### Center Monitoring

**Top 3 Strengths:**

- Adult/child ratios are in compliance for age of children served and program model.
- Daily health checks are evident as children arrive.
- All staff and children are in attendance and signed into CLOUDS.

**Areas Needing Improvement:**

- Site Parent Committee meets monthly - minutes & agendas are available and posted.
- Meal counts are complete and correct.
- Current emergency cards are readily available in one place.

**Corrective Actions:**

Corrective actions were taken and validated.

### NEED AND ELIGIBILITY

**Top 3 Strengths:**

- Child meets eligibility criteria established by the funding source(s).
- Recertification must not be done at least annually- before the 12 month certification period has expired.
- Verification of age is present and matches CLOUDS child data sheet.

**Areas Needing Improvement:**

- CD-9600 Section IV: Contracted child(ren)'s gender, adjustment factor code, ethnicity, race, language, program code, type of care, and provider code are noted.
- Notice of Action is complete, current, and matches 9600/9600S and Admission Agreement.
- CD-9600: Section V, VI, and VII completed, signed, and dated by parent and authorized staff.

**Corrective Actions:**

Corrective actions were taken and validated.

### COMPREHENSIVE SERVICES

**Top 3 Strengths:**

- All subsequent sensory screenings for returning children are completed per the EPSDT Schedule.
- Sensory re-screens are completed within two weeks of the first screening and within 45 days of enrollment.
- Child and family files are locked to ensure confidentiality.

**Areas Needing Improvement:**

- Immunizations are up-to-date, match Blue Card (with Personal Belief Waiver/Medical Exemption form if applicable), and entered on CLOUDS.
- CLOUDS Health History including the consents section is completed.
- Ensure up-to-date child health status. Health Examination - Well Child Check (CSB207) is current, completed, signed, date stamped with the date received/reviewed and entered in CLOUDS.

**Corrective Actions:**

Corrective actions were taken and validated.

### EDUCATION FILE

**Top 3 Strengths:**

- Education referrals, family meetings, and re-screenings are documented in file and CLOUDS.
- Toddler Transition Plan: Updated at 33 months.
- Toddler Transition Plan: IFSP information is included.

**Areas Needing Improvement:**

- Parent Conferences: First (90 days) and included individualized goals for child and parent/child home activities. Parent Conference is entered into CLOUDS on the Visit tab.

- First DRDP Assessment conducted within 60 days and in file (please ask site supervisor if not found in file).
- ASQ-3 Screening is conducted within 45 days of child's initial enrollment and form is completed, scored, signed, in file, and on CLOUDS.

**Corrective Actions:**

Corrective actions were taken and validated.

**PRESCHOOL CURRICULUM FIDELITY**

**Top 3 Strengths:**

- **Physical Environment:** The environment is healthy, safe and clean.
- **Teacher-Child Interactions:** The teacher establishes a positive classroom climate.
- **Teacher-Child Interactions:** Teaching assistant(s) interact(s) with children in positive ways that support development and learning.

**Areas Needing Improvement:**

- **Use:** The teacher follows guidance on Book Discussion Cards related to complex or sophisticated stories.
- **Physical Environment:** Interest areas are attractive, available as a choice daily, and supplied with an adequate amount of developmentally appropriate, well-maintained materials.
- **Teacher-Child Interactions:** The teacher uses both child initiated and teacher planned experiences to effectively guide children's language and literacy learning.

**Corrective Actions:**

Corrective action plan will be developed and validated.

**INFANT/TODDLER CURRICULUM FIDELITY**

**Top 3 Strengths:**

- **Structure:** Individual and small-group experiences are planned flexibly to address the individual strengths, needs and interest of children.
- **Structure:** The daily schedule and weekly plans are flexible and include a balance of types of experiences and settings.
- **Families:** The teacher establishes a meaningful partnership with families to support each child's healthy development and learning.

**Areas Needing Improvement:**

- **Use:** The teacher uses Mighty Minutes effectively to foster relationships and support development and learning during brief moments in routines and experiences.

**Corrective Actions:**




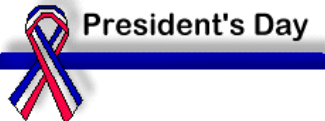
No corrective action plan is needed.

**CLASS**

Domain	CSB Average Score	CSB Threshold	Federal Threshold Based on lowest 10% of CLASS Scores of programs reviewed in 2017.
Emotional Support	6.60	6	5.7024
Classroom Organization	6.20	6	5.3264
Instructional Support	2.84	3	2.3095

CSB average scores exceed current Designation Renewal System threshold. Scores of programs reviewed in 2018 has not yet been released by the Office of Head Start (OHS).

# February 2019 - COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				
<p><b>4</b></p> <p><u>BREAKFAST</u> 1/2 c. FRESH APPLE 1/2 c. KIX CEREAL</p> <p><u>LUNCH</u> 3/8 c. <i>Cuban Black Bean</i> 1/4 c. BABY CARROTS (No Dressing) 1/4 c. FRESH KIWI 5 ea. WHOLE CORN TORTILLA CHIPS</p> <p><u>PM SNACK</u> 1 pkg. GOLDFISH CRACKERS 1/2 c. 1% LOW-FAT MILK</p>	<p><b>5</b></p> <p><u>BREAKFAST</u> 1/2 c. FRESH TANGERINE 1/2 c. CORN CHEX CEREAL</p> <p><u>LUNCH</u> 3/4 c. *<i>Ground Turkey &amp; Spanish Rice</i> (ground turkey, tomatoes, green pepper, onion) 1/4 c. FRESH PEAR</p> <p><u>PM SNACK</u> 1/2 c. FRESH APPLE 1 ea. CHEDDAR CHEESE STICK</p>	<p><b>6</b></p> <p><u>BREAKFAST</u> 1/2 c. MANGO CHUNKS 1/2 ea. WHOLE WHEAT BAGEL/CREAM CHEESE</p> <p><u>LUNCH</u> 3/4 c. *<i>Beef Vegetable Stew</i> (beef cubes, sliced carrots, green peas, potatoes) 1/4 c. FRESH ORANGE 1/2 ea. WHOLE WHEAT ROLL</p> <p><u>PM SNACK</u> 2 pkgs. RITZ CRACKERS 1 tbsp. SUNBUTTER</p>	<p><b>7</b></p> <p><u>BREAKFAST</u> 1 ea. FRESH BANANA 1/4 c. CINNAMON OATMEAL &amp; RAISINS</p> <p><u>LUNCH</u> 3/8 c. <i>Pinto Beans</i> 1/4 c. RAINBOW COLESLAW 1/4 c. FRESH APPLE 1 sq. HOMEMADE MEXICALI CORNBREAD</p> <p><u>PM SNACK</u> 1/2 c. SALSA(PICO DE GALLO) 5 ea. WHOLE CORN TORTILLA CHIPS</p>	<p><b>1</b></p> <p><u>BREAKFAST</u> 1/2 c. UNSWEETENED APPLESAUCE 1/2 sl. WHOLE WHEAT CINNAMON BREAD</p> <p><u>LUNCH</u> 1 oz. <i>Roast Turkey</i> &amp; 1/2 oz. <i>Swiss Cheese</i> MAYO &amp; MUSTARD DRESSING 1/4 c. GREEN LEAF LETTUCE &amp; TOMATO SLICE 1/4 c. MANGO CHUNKS 1 sl. WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> 1 pkg. GRAHAM CRACKERS 1/2 c. 1% LOW-FAT MILK</p>
<p><b>11</b></p> <p><u>BREAKFAST</u> 1/2 c. FRESH PEAR 1/2 c. BRAN CEREAL</p> <p><u>LUNCH</u> *<i>Veggie Wrap</i> 1/4 c. LEAFY GREENS &amp; SHREDDED CARROTS 1/2 oz. SHREDDED CHEESE 1 ea. HARD BOILED EGG 1/4 c. FRESH TANGERINE 1 ea. WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u> 2 pkgs. WHEATWORTH CRACKERS/HUMMUS 1/2 c. 1% LOW-FAT MILK</p>	<p><b>12</b></p> <p><u>BREAKFAST</u> 1/2 c. FRESH ORANGE 1/2 c. RICE CHEX CEREAL</p> <p><u>LUNCH</u> 2.5 ozs. <i>Sloppy Joe</i> 1/4 c. MEXICALI CORN 1/4 c. FRESH APPLE SLICES 1/2 ea. WHOLE WHEAT HAMBURGER BUN</p> <p><u>PM SNACK</u> 1 pkg. ANIMAL CRACKERS 1/2 c. 1% LOW-FAT MILK</p>	<p><b>13</b></p> <p><u>BREAKFAST</u> 1 ea. FRESH BANANA 1/2 c. KIX CEREAL</p> <p><u>LUNCH</u> 1/2 c. <i>Red Pozole Soup</i> (diced chicken, tomato paste, hominy) 1/4 c. SHREDDED CABBAGE &amp; CILANTRO 1/4 c. MANGO CHUNKS 5 ea. WHOLE CORN TORTILLA CHIPS</p> <p><u>PM SNACK</u> 1/2 c. CUCUMBER &amp; CARROT STICKS RANCH DRESSING 1/2 c. 1% LOW-FAT MILK</p>	<p><b>14</b></p> <p><u>BREAKFAST</u> 1/2 c. FRESH ORANGE 1/2 sl. WHOLE WHEAT CINNAMON BREAD</p> <p><u>LUNCH</u> 3/8 c. <i>Hoppin' John Blackeye Peas</i> 1/4 c. COLLARD GREENS 1/4 c. FRESH PEAR 1 sq. HOMEMADE CORNBREAD SQUARE</p> <p><u>PM SNACK</u> 1/2 c. PINEAPPLE TIDBITS 1/8 c. COTTAGE CHEESE</p>	<p><b>15</b></p> <p><u>BREAKFAST</u> 1 ea. FRESH BANANA 1/2 c. CHEERIOS</p> <p><u>LUNCH</u> 1/2 c. *<i>Chinese Chicken Salad</i> (diced chicken, napa cabbage, red cabbage, carrots, scallions, chow mein noodles) 1/4 c. FRESH TANGERINE 1/2 ea. WHOLE WHEAT ROLL</p> <p><u>PM SNACK</u> 1/2 c. FRESH APPLE 1 tbsp. SUNBUTTER</p>
<p><b>18</b></p> 	<p><b>19</b></p> <p><u>BREAKFAST</u> 1/2 c. FRESH ORANGE 1/2 c. CORN CHEX CEREAL</p> <p><u>LUNCH</u> 3/4 c. *<i>Vegetable Chili</i> (kidney beans, tomatoes, bulgur wheat, yogurt, &amp; cheddar cheese) 1/4 c. FRESH KIWI 2 pkgs. WHEATWORTH CRACKERS</p> <p><u>PM SNACK</u> 1/2 c. FRIENDS TRAIL MIX (kix, cheerios, corn chex, raisins, pretzels, &amp; dried apricots) 1/2 c. 1% LOW-FAT MILK</p>	<p><b>20</b></p> <p><u>BREAKFAST</u> 1 ea. FRESH BANANA 1/2 c. CORNFLAKES</p> <p><u>LUNCH</u> 1/2 c. *<i>Turkey Spaghetti Casserole</i> (ground turkey, tomato paste, onions with whole wheat spaghetti) 1/4 c. FRESH APPLE</p> <p><u>PM SNACK</u> 1/2 c. BROCCOLI &amp; CAULIFLOWER/RANCH DIP 6 ea. WHEAT THIN CRACKERS</p>	<p><b>21</b></p> <p><u>BREAKFAST</u> 1/2 c. FRESH KIWI 1/2 ea. ENGLISH MUFFIN/SUNBUTTER</p> <p><u>LUNCH</u> 1 ea. *<i>Mexican Pizza</i> (refried beans, tomato paste, chunky salsa) 1/2 oz. SHREDDED MOZZARELLA CHEESE 1/4 c. MANGO CHUNKS 1 ea. WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK - ANTS ON A LOG</u> 2 tbsps. SUNBUTTER 1/4 c. CELERY STICKS 1 tbsp. RAISINS 1/2 c. 1% LOW-FAT MILK</p>	<p><b>22</b></p> <p><u>BREAKFAST</u> 1 ea. FRESH BANANA 1/2 c. RICE CHEX CEREAL</p> <p><u>LUNCH</u> 1 oz. <i>Turkey Ham</i> &amp; 1/2 oz. <i>Swiss Cheese</i> MAYO &amp; MUSTARD DRESSING 1/4 c. GREEN LEAF LETTUCE &amp; TOMATO SLICE 1/4 c. FRESH TANGERINE 1 sl. WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> 1/4 c. LOW-FAT PLAIN YOGURT 1/2 c. MIXED FRUIT</p>
<p><b>25</b></p> <p><u>BREAKFAST</u> 1/2 c. FRESH ORANGE 1/2 c. RICE CHEX CEREAL</p> <p><u>LUNCH</u> 1/2 c. <i>Vegetarian Beans</i> 1/2 ea. TOASTED CHEESE SANDWICH 1/4 c. SPRING SALAD MIX/ITALIAN DRESSING 1/4 c. FRESH APPLE</p> <p><u>PM SNACK</u> 2 pkgs. RITZ CRACKERS 1/2 c. 1% LOW-FAT MILK</p>	<p><b>26</b></p> <p><u>BREAKFAST</u> 1/2 c. FRESH KIWI 1/2 c. BRAN CEREAL</p> <p><u>LUNCH</u> 1/2 c. <i>Filipino Adobo</i> (beef stew meat, soy sauce, vinegar) 1/4 c. BROCCOLI FLORETS/RANCH DRESSING 1/4 c. FRESH TANGERINE 1/4 c. BROWN RICE</p> <p><u>PM SNACK</u> 1 ea. FRESH BANANA 1 tbsp. SUNBUTTER</p>	<p><b>27</b></p> <p><u>BREAKFAST</u> 1/2 c. FRESH APPLE 1/2 ea. WHOLE WHEAT BAGEL/CREAM CHEESE</p> <p><u>LUNCH</u> 1 serv. <i>Chicken Chilaquiles With Whole Grain Corn Tortilla Chips</i> 1/4 c. GREEN SALAD/ITALIAN DRESSING 1/4 c. FRESH PEAR</p> <p><u>PM SNACK</u> 1/2 c. TROPICAL FRUIT SALAD 1 pkg. GRAHAM CRACKERS</p>	<p><b>28</b></p> <p><u>BREAKFAST</u> 1 ea. FRESH BANANA 1/2 c. CORN CHEX CEREAL</p> <p><u>LUNCH</u> 1/2 c. <i>Egg Salad</i> 1/4 c. CARROT STICKS (No Dressing) 1/4 c. FRESH STRAWBERRIES 1 sl. WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> 1/2 c. JICAMA &amp; CUCUMBER STICKS VEGETABLE DRESSING 6 ea. WHEAT THIN CRACKERS</p>	<p><b>ALL BREAKFAST &amp; LUNCH SERVED WITH 1% LOW-FAT MILK</b></p> <p>*Indicates vegetable included in main dish</p> <p><b>WATER IS OFFERED THROUGHOUT THE DAY</b></p>





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: APPROVE Clarification of Board Action on November 13, 2018, item #C.27 regarding a Lease with Pleasant Hill Executive Park Association.

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**RECOMMENDATION(S):**

APPROVE clarification of Board action of November 13, 2018 (C.27), which authorized a lease with Pleasant Hill Executive Park Association for 3,546 of office space at 395 Taylor Blvd., Ste. 200 & 230 for the Health Services - Wraparound Program, to correctly state the annual rent payment for the first year to be \$85,956 rather than \$84,679, with no changes to the terms as set forth in the Lease, as recommended by the Public Works Director.

**FISCAL IMPACT:**

100% Mental Health Services Act Funds

**BACKGROUND:**

On November 13, 2018, the Board of Supervisors approved a Lease with Pleasant Hill Executive Park Association, for the Health Services Department - Wraparound Program, at 395 Taylor Blvd., Ste 200 & 230, Pleasant Hill.

The purpose of this board order

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Julin Perez, 925.  
957-2460

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

is to correct an error in the annual rent payment for the first year which should have been \$85,956 rather than \$84,679.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the annual rent payment for the first year will remain incorrect and will cause delay of payment.

ATTACHMENTS

Executed Board Order & Lease



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: November 13, 2018

Subject: Execute a Lease for Health Services Department – Wraparound Program, 395 Taylor Blvd., Ste. 200 & 230, Pleasant Hill.

**RECOMMENDATION(S):**

APPROVE the Public Works Director, or designee, to execute a lease with the Pleasant Hill Executive Park Association, for 3,546 square feet of office space for the Health Services Department – Wraparound Program. The term of this lease is 10 years with one five-year renewal term. The annual rental payment for the first year is \$84,679, with annual increases thereafter, under the terms and conditions set forth in the lease.

AUTHORIZE the Public Works Director, or designee, to execute the lease on behalf of Contra Costa County, and any renewal options under the terms and conditions set forth in the lease.

**FISCAL IMPACT:**

100% Mental Health Services Act Funds.

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/13/2018  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor

ABSENT: Federal D. Glover, District V Supervisor

Contact: Julin Perez, 925.  
957-2460

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: November 13, 2018

David J. Fwa, County Administrator and Clerk of the Board of Supervisors

By: Jane McHuen, Deputy



BACKGROUND:

The Health Services Department - Wraparound program is currently in different locations throughout Central County, this new location will centralize services and allow for anticipated and approved program growth.

CONSEQUENCE OF NEGATIVE ACTION:

If this Lease is not approved, the Health Services Department - Wraparound Program will not be able to hire staff to support the growth of the program and the County will incur additional expenses in finding a new location.

CHILDREN'S IMPACT STATEMENT:

The Wraparound program serves the most vulnerable parents of children and adults facing serious mental health challenges. The growth of the program will significantly increase capacity to meet the mental health specialty needs.

ATTACHMENTS

Lease (Draft)



## LEASE

Health Services Department  
395 Taylor Blvd., Suites 200 & 230,  
Pleasant Hill, CA

This lease is dated Nov. 13, 2018, and is between Pleasant Hill Executive Park Association, a California general partnership (“**Lessor**”) and the County of Contra Costa, a political subdivision of the State of California (“**County**”).

### **Recitals**

- A. Lessor is the owner of that certain premises located at 395 Taylor Blvd., Pleasant Hill, CA (the “**Building**”).
- B. Lessor desires to lease to County and County desires to lease from Lessor a portion of the Building consisting of approximately 3,546 square feet of floor space known as Suites 200 and 230 (the “**Premises**”), as more particularly described in Exhibit A – Floor Plan, along with non-exclusive use of 13 parking stalls.

The parties therefore agree as follows:

### **Agreement**

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, Lessor hereby leases to County and County hereby leases from Lessor, the Premises.
- 2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at County’s election, a Renewal Term, each as defined below.
  - a. Initial Term. The “**Initial Term**” is ten years, commencing on February 1, 2019 (the “**Commencement Date**”) and ending January 31, 2029.
  - b. Renewal Terms. County has one option to renew this lease for a term of five years (the “**Renewal Term**”) upon all the terms and conditions set forth herein.
    - i. County will provide Lessor with written notice of its election to renew this lease nine months prior to the end of the Term. However, if County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after County’s receipt of Lessor’s written demand that County exercise or forfeit the option to renew.
    - ii. Upon the commencement of the Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.

3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Initial Term and, if applicable, the Renewal Term, in the amounts set forth below:

a. Initial Term.

<u>Months</u>	<u>Monthly Rent</u>
1 - 12	\$7,163
13 - 24	\$7,376
25 - 36	\$7,553
37 - 48	\$7,766
49 - 60	\$7,979
61 - 72	\$8,227
73 - 84	\$8,439
85 - 96	\$8,688
97 - 108	\$8,936
109 - 120	\$9,184

b. Renewal Term. During the Renewal Term, County shall pay rent in an amount equal to the then-current fair market rental value of the property (the “**FMV**”). As soon as practicable following delivery of the County’s renewal notice, County and Lessor shall meet and endeavor in good faith to agree on the FMV. If County and Lessor fail to agree within thirty (30) days of delivery of the renewal notice, then Lessor and County shall each appoint an appraiser with at least five (5) years’ full-time commercial real estate appraisal experience in the area to opine as to the FMV of the Premises. Lessor and County shall each bear the cost of their own appraiser. Lessor and County shall request that the appraisers provide written reports setting forth their opinions within fifteen (15) days after being given the assignment. As soon as practicable after receipt of the appraisals, Lessor and County shall meet and, again, endeavor in good faith to agree on the FMV.

If Lessor and County are unable to agree on the FMV within thirty (30) days after receipt of the appraisals, (i) County may rescind the renewal notice, or (ii) with Lessor’s concurrence, County may extend the Initial Term for three (3) months (such extension, the “**Extended Initial Term**”). County will pay Rent during the Extended Initial Term at the same rate that applied immediately prior to the Extended Initial Term. If at the end of the Extended Initial Term, Lessor and County have failed to agree on the FMV, County may rescind the renewal notice and the lease will expire at the end of the Extended Initial Term.

c. Fractional Month. Rent for any fractional month will be prorated and computed on a daily basis with each day’s rent equal to one-thirtieth (1/30) of the monthly Rent.

4. Tenant Improvements.

a. Improvements by Lessor. Lessor, at its sole cost and expense, shall cause the following improvements to be made to the Premises prior to the Commencement Date:

i. The installation of ADA compliant break-room millwork. The millwork must comply with local and state accessibility requirements and must conform to the final plans approved by the County.

ii. Repainting of the entire interior of the Premises, in colors selected by the County.

iii. The installation of new carpet and linoleum, in colors and patterns selected by the County, which installation is to conform to the final plans approved by the County.

b. Improvements by County. The County, at its sole cost and expense, shall cause the data and telecommunication cabling and signage to be installed in the Premises. Any other improvements required by the County and not described in Section 4. a. must be at the County's sole cost and expense, and with prior Lessor's written approval.

5. Use. County may use the Premises for the purpose of providing behavioral health services to young people and their families and related activities. Any other use will require the prior written approval of Lessor, which approval may not be unreasonably withheld or delayed.

6. Obligation to Pay Utilities. Lessor shall pay for all water, sewer, gas, electricity, janitorial and refuse collection services provided to the Premises.

7. Janitorial Services. Lessor, at its sole cost and expense, shall provide janitorial services to the Premises five days per week after normal business hours. Lessor shall provide day porter services at the County's expense if requested by the County. The cost of day porter services must be approved in advance, in writing, by the Director of Public Works or his designee.

8. Maintenance and Repairs.

a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing, used in the Premises.

b. Interior of Premises. County shall keep and maintain the interior of the Premises in good order, condition and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior

caused by roof leaks and/or interior and exterior wall leaks. The County may install and maintain an alarm system, if deemed necessary by County.

- c. Utilities. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
  - d. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems.
  - e. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition and repair.
  - f. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond Lessor's responsibilities under this lease, at County's request, Lessor shall perform such service at County's expense. In performing the service, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor thirty (30) days prior written notice, change the level of service, terminate any or all service, or require that a service be performed by a different contractor.
9. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
  10. Assignment and Sublease. County has the right to assign this lease or sublease the Premises or any part thereof at any time during the Term with the written approval of Lessor, which approval will not be unreasonably withheld or delayed. Upon the assignment of the lease by County, the County will have no further obligation under the lease.
  11. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures and signs ("**County Fixtures**") in or upon the Premises. Any County Fixtures will remain the property of County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations and County Fixtures. All alterations and County Fixtures are subject to Lessor's approval and must comply with existing code requirements.
  12. Prior Possession. Prior to Commencement Date, County has the right to install fixtures, telephones, alarm systems, and other items required to prepare the Premises for County's occupancy and to store furniture, supplies and equipment, provided such work and storage and can be effected without unduly interfering with Lessor's completion of any tenant improvements.

13. Insurance.

- a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the aforementioned self-insurance program.
- b. Self-Insurance Exclusion. County's self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.

14. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease.

15. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.

16. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this lease.

17. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Lessor of the Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.

Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through County or otherwise.

If Lessor fails to address a Perilous Condition within twenty-four (24) hours after County's notice or to immediately address an emergency situation, County may attempt to resolve the Perilous Condition or emergency situation. Lessor shall reimburse County

for any costs incurred by County in addressing the Perilous Condition or emergency situation promptly upon receipt of County's invoice.

18. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within sixty days from the date of the damage under the applicable laws and regulations of governmental authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that County will be entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in sixty days, County will have the option to terminate the lease or request that Lessor make the repairs within a reasonable time, in which case, Lessor will make the repairs and Rent will be proportionately reduced as provided in the previous paragraph.

This lease will terminate in the event of a total destruction of the Building or the Premises.

19. Hazardous Material. Lessor warrants to County that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Premises in violation of environmental laws. Lessor shall defend, save, protect and hold County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Premises by or at the request of County, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that County has no obligation to clean up or remediate, or contribute to the cost of clean up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Premises by County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this lease.

**"Hazardous Material"** means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

20. Indemnification.

- a. County. County shall defend, indemnify and hold Lessor harmless from County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of County, its officers, agents or employees in using the Premises pursuant to this lease, or the County's performance under this lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by Lessor,

and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.

- b. Lessor. Lessor shall defend, indemnify and hold County harmless from Lessor's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of Lessor, its officers, agents, employees, with respect to the Premises, or Lessor's performance under this lease, or the Lessor's performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of buildings owned or maintained by Lessor, except to the extent caused or contributed to by the negligent acts, errors, or omissions of County, its officers, agents, or employees.

21. Default.

The occurrence of any of the following events is a default under this lease:

a. County.

- i. County's failure to pay Rent within ten business days after receipt of a written notice of failure (a "Notice") from Lessor to County; provided, however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In no event may such additional time exceed seventy-five days from receipt of a Notice.

- ii. County's failure to comply with any other material term or provision of this lease if such failure is not remedied within thirty days after receipt of a Notice from Lessor to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if such default cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of ninety days, provided County commences curing such default within thirty days and thereafter diligently proceeds to cure such default.

- b. Lessor. Lessor's failure to perform any obligation under this lease if such failure is not remedied within thirty days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of ninety days, provided Lessor commences curing such breach within thirty days and thereafter diligently proceeds to cure such breach.

22. Remedies.

- a. Lessor. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
- b. County. Upon the occurrence of a default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay promptly upon receipt.

23. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: Pleasant Hill Executive Park Association  
395 Taylor Blvd., Suite 120,  
Pleasant Hill, CA 94523.

To County: Contra Costa County  
Public Works Department  
Attn: Principal Real Property Agent  
255 Glacier Drive  
Martinez, CA 94553

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

- 24. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
- 25. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month and is subject to the terms of this lease.
- 26. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
- 27. Governing Law. The laws of the State of California govern all matters arising out of this lease.
- 28. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.



29. Real Estate Commission. In negotiating this lease, Lessor is represented by Colliers International and the County represents itself. Lessor shall pay a real estate commission to Colliers International pursuant to a separate written agreement. Lessor recognizes and acknowledges that the County is entitled to a real estate commission when it represents itself. The County warrants to Lessor that County's contact with Lessor in connection with this Lease has been directly with Colliers International.

Lessor shall pay to County a real estate commission in the amount of Twenty-Five Thousand Seven Hundred Eighty Four and 92/100 Dollars (\$25,784.92) (the "**County Commission**"). Lessor shall pay one-half of the County Commission upon the execution of this lease and the remainder on the Lease Commencement Date.

[Remainder of Page Intentionally Left Blank]

30. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease on the date set forth in the introductory paragraph.

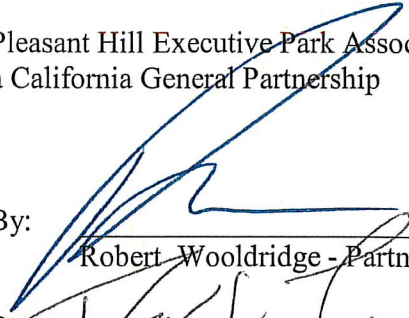
COUNTY OF CONTRA COSTA, a  
political subdivision of the State of  
California

By:

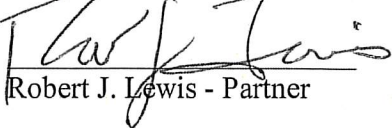
  
\_\_\_\_\_  
Brian M. Balbas  
Director of Public Works

Pleasant Hill Executive Park Association  
a California General Partnership

By:

  
\_\_\_\_\_  
Robert Wooldridge - Partner

By:

  
\_\_\_\_\_  
Robert J. Lewis - Partner

RECOMMENDED FOR APPROVAL:

By:

  
\_\_\_\_\_  
Karen Laws  
Principal Real Property Agent

By:

  
\_\_\_\_\_  
Julin E. Perez  
Senior Real Property Agent

APPROVED AS TO FORM  
SHARON L. ANDERSON, COUNTY COUNSEL

By:


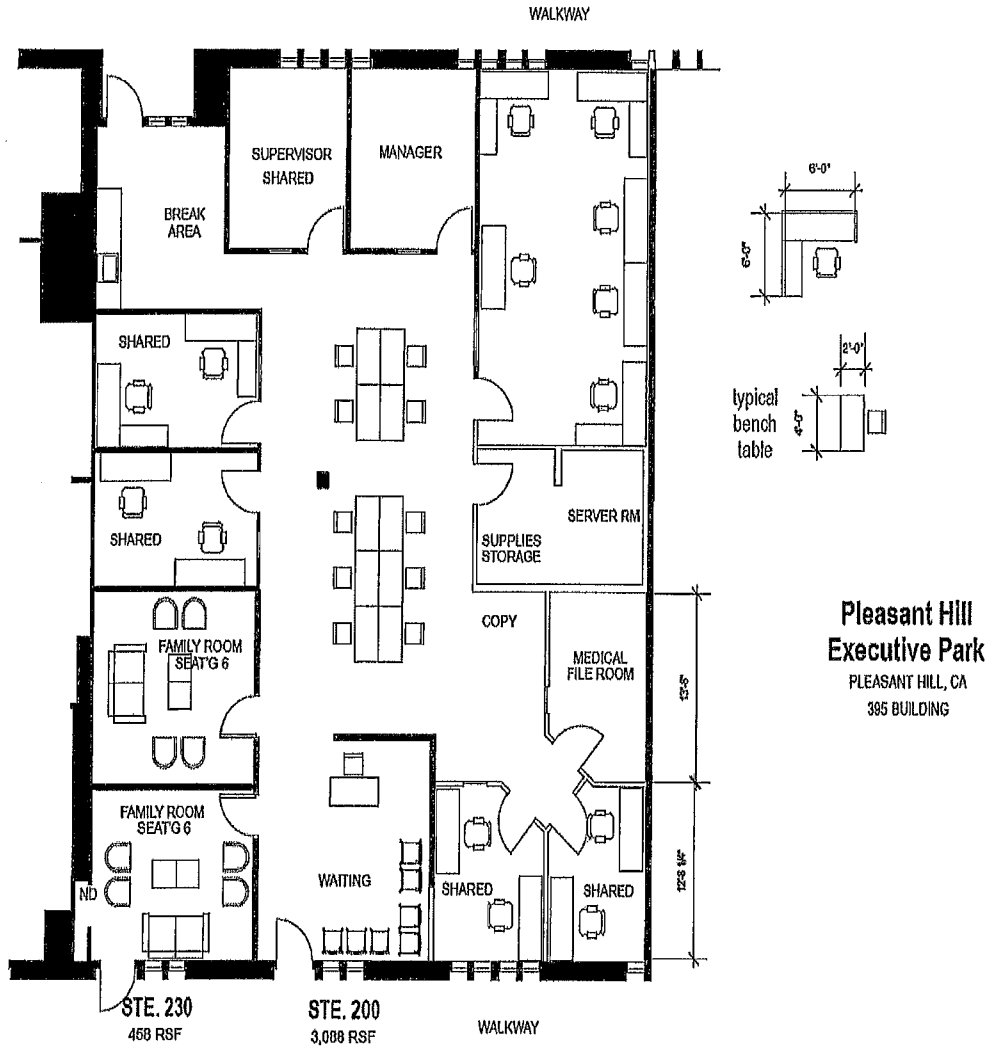
  
\_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

Exhibit A – Premises





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 26, 2019

Subject: Annual Update on Implementation of the County General Plan for 2018

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**RECOMMENDATION(S):**

1. ACCEPT the annual progress report by the Department of Conservation and Development (DCD) on implementation of the Contra Costa County General Plan 2005-2020, as required under California Government Code Section 65400.
2. DIRECT DCD staff to forward the General Plan annual progress report to the Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD), as required under California Government Code section 65400.

**FISCAL IMPACT:**

No impact to the General Fund. The report on the County's progress in implementing its General Plan is funded 100% from the Land Development Fund, FY 2018/2019.

**BACKGROUND:**

California Government Code section 65400 requires the planning agency for certain cities and all 58 counties to submit an annual report to their legislative body (city council or board of supervisors, respectively), OPR, and HCD on the status of their General Plan and progress on its implementation. The annual report provides the local legislative body with information regarding the status of its General Plan and gives OPR the opportunity to identify statewide trends in land use decision making, including

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Will Nelson, (925)  
674-7791

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

how local planning and development activities relate to statewide planning goals and policies. Additionally, it enables OPR to track progress on a local jurisdiction's General Plan in terms of its comprehensiveness and consistency with the current OPR General Plan Guidelines and other State mandates.

There is no standardized form or format for preparation of the General Plan Annual Progress Report. OPR allows each jurisdiction to determine which locally-relevant issues are important to include, but does suggest general content to cover within the report. The attached report covering calendar year 2018 follows the general guidance of OPR in terms of content.

Staff notes that under a separate section of the Government Code, all local jurisdictions are required to submit a report to HCD on certain housing-related information, including the jurisdiction's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to development of housing. On March 26, 2019, the Board is scheduled to consider accepting the County's General Plan Housing Element Progress Report for 2018. Information in that report is incorporated into the attached General Plan Annual Progress Report.

Staff calls to the Board's attention the County's progress in meeting its share of regional housing needs. Current data indicates that through calendar year 2018, the fourth year of the current eight-year Housing Element cycle, the County has issued building permits for 111.5 percent of its allocated share of the region's housing needs. In a welcome change from previous years, the County issued permits for 234 units affordable to very-low- or low-income households. The County is now on pace to exceed its allocation for all income categories except very-low. Fulfilling the very-low allocation requires issuance of 78 permits annually for the final four years of the Housing Element cycle, whereas only 63 total permits have been issued over the first four years.

## CONSEQUENCE OF NEGATIVE ACTION:

State law requires DCD to submit this report to the Board of Supervisors prior to submitting it to OPR and HCD. The purpose of this report is to provide an update to the Board of Supervisors on implementation of the County General Plan.

## ATTACHMENTS

Attachment A - 2018 General Plan Annual Progress Report

# **CONTRA COSTA COUNTY 2018 GENERAL PLAN ANNUAL PROGRESS REPORT**

**Submitted to  
Contra Costa County Board of Supervisors  
March 26, 2019**



**Prepared by  
Contra Costa County Department of Conservation and Development**

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## **I. INTRODUCTION/PURPOSE OF ANNUAL REPORT**

Purpose of this report is to comply with California Government Code section 65400(b)(1), which mandates that all cities and counties submit to their legislative bodies an annual report on the status of their General Plan and progress in its implementation. A copy of this report will, as required under the statute, be provided to the Governor's Office of Planning and Research (OPR) and California Department of Housing and Community Development (HCD). The County will provide a separate report to HCD in fulfillment of a statutory requirement to report certain housing information, including the County's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to maintenance, improvement, and development of housing, as defined in Government Code sections 65584 and 65583.

In compliance with Government Code Section 65400(b)(1), this General Plan Annual Progress Report covering calendar year 2018 has been prepared for the Contra Costa County Board of Supervisors' consideration and acceptance. This report:

1. Summarizes the status of the Contra Costa County General Plan and describes steps taken to implement General Plan policies in 2018;
2. Provides a summary of General Plan Amendments (GPAs) adopted by the Board of Supervisors in 2018;
3. Describes Housing Element implementation pursuant to Government Code sections 65584 and 65583(c)(3); and
4. Concludes with a discussion on goals, objectives, and work activities related to General Plan implementation for calendar years 2019 and 2020.

## **II. GENERAL PLAN STATUS AND IMPLEMENTATION**

### **A. GENERAL PLAN BACKGROUND**

The Contra Costa County Department of Conservation and Development (DCD) is a division of the planning agency for the unincorporated area of Contra Costa County and is responsible for proper preparation and administration of the County General Plan (County Ordinance Code section 26-2.808[1]). The Board of Supervisors adopted a comprehensive General Plan in January 1991 following an extensive public outreach and participation process initiated in 1986. This updated General Plan superseded the County's prior General Plan (and each of the previously adopted elements), and consolidated several area-specific General Plans into one comprehensive document.

The General Plan was re-adopted by the Board of Supervisors in July 1996 to consolidate General Plan Amendments approved between 1991 to 1995 and correct minor errors and omissions discovered in the original 1991 General Plan text. This reconsolidated General Plan covered the period from 1995 through 2010. The General Plan was re-adopted again in January 2005 to consolidate General Plan Amendments adopted between 1995 and 2004, revise text and maps to reflect the 1999 incorporation of the City of Oakley (formerly an unincorporated community covered under the County General Plan), and incorporate the 2001 Housing Element update. The second County General Plan "reconsolidation" covers the period from 2005 through 2020.



Government Code section 65302 specifies the seven mandatory General Plan elements. Each mandatory element of the County General Plan was prepared or updated in compliance with the *State of California General Plan Guidelines* published by OPR. Local jurisdictions may also include optional elements as they see fit. The County General Plan includes two such elements. Table 1 indicates the status of each General Plan element, including the year it was originally adopted and the year it was most recently revised.

**TABLE 1: STATUS OF GENERAL PLAN ELEMENTS**

Element	First Adopted	Last Revised
Land Use	1963	2005
Transportation/Circulation	1963	2005
Housing	1970	2014
Conservation	1973	2005
Open Space	1973	2005
Safety	1975	2005
Noise	1975	2005
Growth Management (optional)	1991	2005
Public Facilities/Services (optional)	1972	2005

**B. ADOPTED GENERAL PLAN AMENDMENTS FOR CALENDAR YEAR 2018**

Pursuant to Government Code section 65358(b), the County may amend the mandatory General Plan elements up to four times per calendar year. However, each amendment may include more than one change to the General Plan. DCD refers to amendments to the mandatory elements as “consolidated” because each may consolidate multiple changes in one action. The Board of Supervisors, acting in its capacity as the legislative body for the unincorporated areas of Contra Costa County, adopted two amendments to the County General Plan during calendar year 2018, which are summarized as follows:

▪ **1<sup>st</sup> Consolidated General Plan Amendment**

*Panattoni Project (County File GP#14-0003):* Amended the Land Use Element Map to allow for development of a 482,000-square-foot warehouse/distribution facility. Adopted by the Board of Supervisors on May 8, 2018. Project initiated by the private sector.

▪ **2<sup>nd</sup> Consolidated General Plan Amendment**

*New Air Quality Policy (County File GP#18-0004):* Amended the Conservation Element to establish policy for mitigating air quality impacts and greenhouse gas emissions associated with certain commercial and industrial projects. Adopted by the Board of Supervisors on December 4, 2018. Project initiated by the County.

**C. GENERAL PLAN AMENDMENTS AND OTHER ACTIVITIES RELATED TO GENERAL PLAN IMPLEMENTATION INITIATED IN 2018**

All proposals to amend the General Plan, whether initiated by the private sector or the County, must be preliminarily reviewed by the Board of Supervisors before DCD may

proceed with the full GPA process. The following proposals were preliminarily reviewed by the Board of Supervisors in 2018:

- *Del Hombre Apartments GPA (County File GP#18-0002)*: A private-sector request to amend the Land Use Element Map to redesignate a 2.40-acre infill site from Multiple-Family Residential – Very High Density to Multiple-Family Residential – Very High Special Density to allow for development of a 284-unit apartment complex.
- *New Air Quality Policy (County File GP#18-0004)*: See description above.
- *St. Anne’s Church Mixed-Use Project GPA (County File: GP#18-0005)*: A private-sector request to amend the Land Use Element Map to redesignate a 9.34-acre infill site from Single-Family Residential – Medium Density to Mixed Use to allow for development of a multi-family residential project with limited on-site commercial/service uses.
- *Bancroft Road GPA (County File: GP#18-0006)*: A private-sector request to amend the Land Use Element Map to redesignate a 1.35-acre site from Multiple-Family Residential – Medium Density to Commercial to allow for continued commercial use of the site.

#### **D. COMPLIANCE WITH OFFICE OF PLANNING AND RESEARCH GENERAL PLAN GUIDELINES AND ASSOCIATED DIRECTIVES**

Government Code section 65400 requires jurisdictions to discuss the degree to which the adopted General Plan complies with the *General Plan Guidelines*. The *Guidelines* provide a definitive interpretation of State statutes and case law as they relate to the General Plan. Additionally, the *Guidelines* outline the general framework for preparation and revision of a General Plan, Attorney General Opinions, and the relationship of the General Plan to the requirements of the California Environmental Quality Act (CEQA). The *Guidelines* are advisory in nature rather than prescriptive, and thereby preserve opportunities for a local jurisdiction to address contemporary planning topics in a locally appropriate manner.

OPR issued a comprehensive update to the *Guidelines* in August 2017. This new version includes topics and issues currently not addressed in the General Plan, such as climate change, environmental justice, and community health. The County will address these and other topics as part of the upcoming General Plan update (see discussion below).

In addition to the *General Plan Guidelines*, OPR has issued other advisories and guidance related to State planning law requirements for cities and counties. DCD has endeavored to incorporate these advisories into the County’s planning process. For example, in November 2005 OPR issued a supplement to the *Guidelines* providing advisory guidance on the process for consultation with California Native American tribes during adoption or amendment of local General Plans or Specific Plans in order to protect Traditional Tribal Cultural Places (also known as SB 18 Tribal Consultation). DCD has established a protocol for SB 18 Tribal Consultation on General Plan Amendments and Specific Plans in accordance with the November 2005 guidance.

In December 2010 OPR provided guidance on amending circulation elements in response to AB 1358 (Leno), The California Complete Streets Act, which requires cities and counties to plan for development of multi-modal transportation networks. In 2008, the Board of Supervisors amended the Land Use, Transportation and Circulation, and Open Space Elements of the General Plan to include language supporting the Complete Streets philosophy. Then in July 2016 the Board adopted the *Complete Streets Policy of Contra Costa County*, which builds upon the 2008 amendments. Pursuant to AB 1358, Complete

Streets/multi-modal transportation planning will be fully integrated into the Transportation and Circulation Element upon its next substantial revision, which is anticipated to occur in 2020 (see below).

OPR has also worked to improve communication and encourage collaboration between local governments and the United States military on land use planning and development issues in response to passage in 2002 of SB 1468 (Knight) and SB 1462 (Kuehl) in 2004. DCD has established a protocol to determine whether notification to the U.S. military is necessary if a project is located within 1,000 feet of a military installation or within special airspace as defined in the Public Resources Code section 21098. DCD uses the California Military Land Use Compatibility Analyst, which was prepared by the State Resources Agency in conjunction with OPR to help cities and counties find the location of military installations and training facilities within their jurisdiction and to determine whether a project triggers notification to the U.S. military.

### **III. HOUSING ELEMENT IMPLEMENTATION AND PROGRESS IN MEETING THE COUNTY'S SHARE OF REGIONAL HOUSING NEEDS**

The Board of Supervisors preliminarily approved the County General Plan Housing Element in 1970, approximately one year after State law established the element as one of the mandatory General Plan elements. The Housing Element was formally adopted by the Board in December 1980 following new mandates established in the mid-1970s, and has been updated several times as part of the mandated cycle of Housing Element updates adopted by the State Legislature beginning in 1985. The current Housing Element, which HCD certified on March 11, 2015, sets forth the County's housing goals, objectives, policies, and implementation measures.

The attached tables (B and D) are from Contra Costa County's Annual Housing Element Progress Report for 2018. These tables contain detailed information pertaining to progress and implementation activities for the 5<sup>th</sup> Cycle Housing Element planning period, which began January 31, 2015, and ends in 2023.

#### **A. SHARE OF REGIONAL HOUSING NEED**

Table 2 summarizes the County's share of projected regional housing needs in the San Francisco Bay Area over the 5<sup>th</sup> Cycle Housing Element planning period.

**TABLE 2: SHARE OF REGIONAL HOUSING NEEDS**

Regional Housing Needs Allocation (RHNA)  
by Income Category for San Francisco Bay Area and Contra Costa County, 2015-2023

State Affordability - Income Category	SF Bay Area Total RHNA	Contra Costa County RHNA	
		Unincorporated + Cities	Unincorporated only
Very-Low Income	46,680	5,264	374
Low Income	28,940	3,086	218
Moderate Income	33,420	3,496	243
Above-Moderate Income	78,950	8,784	532
<b>TOTAL Housing Need</b>	<b>187,990</b>	<b>20,630</b>	<b>1,367</b>

The RHNA for the 5<sup>th</sup> Cycle was adopted by the Association of Bay Area Governments (ABAG) in July 2013.<sup>1</sup>

## B. HOUSING PRODUCTION

Table 3 provides a breakdown by income level of the County's housing production for 2018 along with a running total for the current Housing Element cycle.

**TABLE 3: UNIT COUNT - UNINCORPORATED COUNTY HOUSING PRODUCTION**

Income Level		RHNA by Income Level	Permits Issued in 2018 <sup>2</sup>	Total 5 <sup>th</sup> Cycle Permits Issued <sup>3</sup>	Total RHNA Remaining
Very-Low	Deed Restricted	374	62 (16.5%)	62 (16.5%)	311
	Non-Restricted		1 (0.002%)	1 (0.002%)	
Low	Deed Restricted	218	171 (78.4%)	174 (78.4%)	36
	Non-Restricted		0 (0.0%)	8 (0.036%)	
Moderate		243	1 (0.004%)	125 (51.4%)	118
Above-Moderate		532	434 (81.5%)	1,155 (217.1%)	0
<b>TOTAL</b>		<b>1,367</b>	<b>669 (48.9%)</b>	<b>1,525 (111.5%)</b>	<b>465</b>

The County issued 669 permits for new residential units in 2018, equaling 48.9 percent of the entire eight-year 5<sup>th</sup> Cycle RHNA. This represents a 140 percent year-over-year increase from 2017. Through 2018, the fourth year and halfway point of the 5<sup>th</sup> Cycle, the County has issued permits for 111.5 percent of its gross RHNA and has already doubled its share of above-moderate-income units. In a welcome change from previous years, in 2018 the County issued 234 permits for units that would be affordable to very low- or low-income households (income at 51 to 80 percent of the area median income [AMI] for Contra Costa County). The County is now on pace to exceed its RHNA for all income categories except very-low. Fulfilling the very-low allocation requires issuance of 78 permits annually for the final four years the 5<sup>th</sup> Cycle, whereas only 63 total permits have been issued over the first four years.

## C. BARRIERS TO HOUSING DEVELOPMENT AND AFFORDABLE HOUSING ACTIVITY IN CALENDAR YEAR 2018

Market factors such as the high cost of land suitable for residential development and high construction costs continue to be the most significant constraints on development of affordable housing in Contra Costa County. The County attempts to counter these and other factors with 31 housing programs, which are identified in the General Plan Housing Element, aimed at rehabilitating existing housing stock, developing affordable rental housing, and expanding homeownership opportunities. The key funding sources the County utilizes include Community Development Block Grant (CDBG), HOME Investment Partnerships Act, Emergency Solutions Grant Funds, Housing Opportunities for Persons with AIDS (HOPWA), Mental Health Services Act, Housing Successor (former

<sup>1</sup> Source: <https://abag.ca.gov>, *Regional Housing Need Plan for the San Francisco Bay Area: 2014-2022*

<sup>2</sup> Percentages in this column are for units permitted during 2018 relative to the RHNA for each income category.

<sup>3</sup> Percentages in this column are cumulative for units permitted during the 5<sup>th</sup> Cycle relative to the RHNA for each income category.

Redevelopment Set-Aside) Funds, bond financing, Mortgage Credit Certificates, low-income housing tax credits, and Section 8 Assistance.

Table D, attached, briefly outlines the housing programs contained in the Housing Element and describes their 2018 performance. Notable County actions include:

- Providing \$1.3 million in HOME funds to support rehabilitation of 56 rental units in unincorporated Antioch.
- Providing 20 Mortgage Credit Certificates worth \$1.52 million for first-time homebuyers.
- Issuing \$151,000 in CDBG funds for rehabilitation of three single-family homes in the City of Richmond.
- Weatherizing 213 residential units (183 extremely-low income and 30 very-low income).
- Issuing 47 building permits for Accessory Dwelling Units (formerly “second units”).
- Updating the Inclusionary Housing Ordinance.

A barrier to affordable housing also exists in the form of discrimination. Contra Costa County affirmatively furthers fair housing through the ongoing support of fair housing counseling, education, and outreach activities. In addition, all housing projects funded by the County are required to undertake broad marketing activities in a manner consistent with federal and State fair housing laws, including outreach to underserved populations. The Analysis of Impediments to Fair Housing was adopted by the Board of Supervisors in 2010 and updated April 2017.

#### **IV. GOALS, OBJECTIVES, AND WORK ACTIVITIES RELATED TO GENERAL PLAN IMPLEMENTATION FOR CALENDAR YEARS 2019 AND 2020**

##### **General Plan Update**

The planning period for the County General Plan extends through calendar year 2020. In December 2017, the Board of Supervisors directed DCD staff to prepare updates to the General Plan and Zoning Code for the Board’s consideration. Among numerous content improvements, the updated General Plan will address economic development, community health, climate change, and environmental justice; include an entirely rewritten Transportation and Circulation Element to fully integrate SB 743 and Complete Streets; and be consistent with the most recent versions of numerous regional planning documents adopted since the General Plan was last updated, such as *Plan Bay Area 2040*, the Bay Area Air Quality Management District’s *2017 Clean Air Plan*, the Delta Protection Commission’s updated *Land Use and Resource Management Plan for the Primary Zone of the Delta*, and the *Contra Costa County Hazard Mitigation Plan*. The General Plan will also be reformatted entirely to improve usability. Work on the General Plan update began in September 2018 and will extend through 2020.

##### **List of Attachments (Tables taken from 2018 Housing Element Progress Report to HCD)**

- Table B: Regional Housing Needs Allocation Progress  
Table D: Program Implementation Status



# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202)

<b>Jurisdiction</b>	Contra Costa County - Unincorporated	
<b>Reporting Year</b>	2018	(Jan. 1 - Dec. 31)

**Table D**

### Program Implementation Status pursuant to GC Section 65583

#### Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1. Neighborhood Preservation Program	Improve the quality of existing housing & neighborhoods.	Ongoing	County-wide, there were six homes funded for rehabilitation and seven rehabilitation projects completed. Of the seven completed projects, three households were extremely low-income (30% AMI), two households were very low-income (50% AMI), and two households were low-income (80% AMI).  Of these projects, three were funded and completed within the unincorporated County with two households at 30% AMI, and one household at 50% AMI.
2. Weatherization Program	Assist homeowners and renters with minor home repairs.	Ongoing	213 units have been weatherized in County cities, towns, and communities. 183 units were extremely low income (30% AMI) and 30 units were very low income (50% AMI).
3. Code Enforcement	Maintain & improve the quality of existing housing & neighborhoods.	Ongoing	There were a total of 1209 cases opened and 1479 cases closed. Approximately 99% of all cases were residential.
4. Preservation of Affordable Housing Assisted with Public Funds	Preserve the existing stock of affordable housing.	Ongoing	The County awarded \$151,000 to RNHS in CDBG funds for the rehabilitation of three single-family homes in Richmond affordable to and occupied by low-income families. The County awarded and closed financing for \$1.3 million in HOME funds for the Antioch Scattered Sites rehabilitation project in Antioch for 56 rental units across two sites. Both projects are located in the incorporated areas of the County.
5. New Construction of	Increase the supply of affordable housing,	Annual: Award HOME,	There are no new projects funded during this reporting period.
6. Housing Successor to the former Redevelopment Agency	Utilize County owned property (former redevelopment agency) to develop affordable housing	Disposition agreements by 2020	The County worked on drafting a disposition and development agreement with a developer to develop the Orbisonia Heights project, a mixed-use project with commercial spaces and 325 residential units in Bay Point. The County reissued a request for proposal for the development of the Rodeo Town Plaza site in Rodeo, which includes a mixed-use development with townhouses and commercial spaces. Construction of the Heritage Point multi-family residential and commercial project in North Richmond began in 2018 for completion and occupancy in 2019.
7. Inclusionary Housing	Integrate affordable housing within market-rate developments.	Ongoing	An update of the inclusionary housing in-lieu fees for rental and for-sale housing was brought to the Board of Supervisors and approved in December 2018, which became effective in 2019. There were no in-lieu fees collected during this reporting period.
8. Acquisition/ Rehabilitation	Improve existing housing and increase supply of affordable housing.	Ongoing	The County awarded \$151,000 to RNHS in CDBG funds for the rehabilitation of three single-family homes in Richmond affordable to and occupied by low-income families. The County awarded and closed financing for \$1.3 million in HOME funds for the Antioch Scattered Sites rehabilitation project in Antioch for 56 rental units across two sites. Both projects are located in the incorporated areas of the County.
9. Second Units	Facilitate the development of second units.	Ongoing	There were 78 second unit entitlement permits approved and 47 building permits issued

10. Affordability by Design	Develop affordability by design program to promote creative solutions to building design and construction.	2017	There is nothing to report for this reporting period.
11. New Initiatives Program	Develop new programs or policies to fund or incentivize affordable housing development	2017	There is nothing to report for this reporting period.
12. Special Needs Housing	Increase the supply of special needs housing.	Ongoing	There are no projects to report in this reporting period.
13. Developmental Disabled Housing	Increase the supply of housing available to persons with developmental disabilities	Ongoing	There were no projects this reporting period in the unincorporated County.
14. Accessible Housing	Increase the supply of accessible housing.	Ongoing	The County continues to require accessible units in all new construction projects that received HOME or CDBG funding. Accessible units are included in rehabilitation projects when feasible where five percent of the units must be accessible to the physically impaired and an additional two percent of the units must be accessible to the hearing/vision impaired. (See New Construction and Affordable Housing Program) The County Building Inspection Division conducted a training for staff on accessibility and disabled access scoping provisions under the 2016 California Building Code and other applicable laws.
15. Reasonable Accommodation	Increase the supply of special needs and accessible housing.	Ongoing	Through the NPP program, the County funded and completed two projects that included accessibility improvements that consisted of bathroom accessibility improvements, and the installation of an ADA compliant ramp and handrails.
16. Contra Costa Interagency Council on Homelessness	Meet the housing & supportive services needs of the homeless	Ongoing	This program is currently known as the Council on Homelessness. They continue to support the development of permanent supportive housing. Hearth Act funds are used for the support of existing permanent supportive housing units or placement of people into permanent supportive housing.
17. Farmworker Housing	Increase the supply of farmworker housing	Annually: Include farmworker housing in CDBG, HOME NOFA (See #5 above)	There are no projects to report in this reporting period.
18. First-Time Homebuyer Opportunities	Provide additional homeownership opportunities.	Ongoing	The County provided 20 households with Mortgage Credit Certificates (MCC) throughout the county and cities with a total of \$1,525,071 in MCCs.
19. Extremely Low Income Housing	Promote development of housing affordable to extremely low income households.	Annually: Include a priority for extremely-low income housing in CDBG, HOME, HOPWA NOFA (See #5 above)	The County continues to provide funding preferences to developers who include units that are affordable to extremely-low income households. There were a total of 186 extremely low income housing projects during this reporting period (See Neighborhood Preservation Program and Weatherization Program).
20. Sites Inventory	Provide for adequate housing sites, including 'as-right development' sites for homeless facilities	Ongoing maintenance of site inventory.	There are no changes or updates for this reporting period.
21. Mixed-Use Developments	Encourage mixed-use developments.	2015 – 2016: Review existing ordinance and development patterns. 2016 – 2017: Draft outline of revised ordinance and meet with stakeholder groups 2017 – 2018: Determine whether or not to draft and adopt revised ordinance	The County is reviewing the existing ordinance with the General Plan update.
22. Density Bonus & Other Development Incentives	Support affordable housing development.	Ongoing	Bay Point Family Apartments, a 193-unit multi-family apartment project entered into a Density Bonus Developer Agreement with the County.



23. Infill Development	Facilitate infill development.	Biennially: Review site inventory, adjust for planned and completed developments Biennially: Review site inventory and adjust for planned and completed developments	There is nothing to report for this reporting period.
24. Planned Unit District	Provide flexibility in design for residential projects.	Ongoing	There is nothing to report for this reporting period.
25. Development Fees	Reduce the cost of development	Ongoing	There are no updates to report during this period.
26. Quick Turn-around Program	Develop program to expedite review of small projects, and conditions of approval	2016	This program continues to be utilized for ensuring expedited review of infill projects and various planning applications including tree permits, variances, and design reviews.
27. Review of Zoning & Subdivision Ordinance	Periodically review subdivision ordinance to ensure it does not unduly constrain housing development. Revise zoning code to allow emergency shelters by right, single room occupancy housing, transitional and permanent supportive housing, and agricultural worker housing.	By December 31, 2014: Adopt emergency housing and single room occupancy ordinance. (adopted 11/4/2014)  1st quarter 2015: Adopt Agricultural worker housing, permanent supportive, and transitional housing zoning text changes  Ongoing: period review of zoning and subdivision ordinances	The County is reviewing the existing zoning ordinance with the General Plan update.
28. Coordinated County Department Review of Development Applications	Expedite application review through a better coordinated process with other County departments.	Ongoing	The County continues to coordinate and work with other various County departments and agencies when processing new applications. Regular meetings between community development, building inspection, and public works are scheduled to discuss the review and processing of applications and fees.
29. Anti-Discrimination Program	Promote fair housing.	Ongoing	The County is currently working on a County-wide Analysis of Impediments/Assessment to Fair Housing Choice report. The first round of community review, outreach, and public meetings began in the summer and fall of 2018. This report will be completed, approved, and adopted in 2019.
30. Residential Displacement Program	Limit number of households being displaced or relocated because of County sponsored programs or projects.	Ongoing	There is nothing to report this period within the unincorporated County.
31. Residential Energy Conservation Program	Participate in Bay Area regional efforts to reduce energy consumption.	2015: Review examples of guidelines for solar retrofit 2016: Draft County guidelines 2017: Adopt guidelines	Solar permits for roof-mounted residential PV systems are available on-line under the Application and Permit Center web page. Instructions for in-person and on-line submittal for expedited review is posted on the County's web page. The number of solar permits issued is 1,067. The County also participates in BayREN a regional energy network, which is a collaboration of the nine counties that make up the San Francisco Bay Area. This program is led by the Association of Bay Area Governments, and is an incentive and rebate program for owners and property managers for Homeowner's Associations for single-family and multi-family units for energy efficiency retrofits. There were 452 single-family home upgrades and 795 multi-family unit upgrades County-wide, with 33 single-family and 10 multi-family unit upgrades in the unincorporated County.


**General Comments:**

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Contra  
Costa  
County

To: Board of Supervisors  
From: Joseph E. Canciamilla, Clerk-Recorder  
Date: March 26, 2019

Subject: Approve Permit for Use of Mt. Diablo Summit Observation Deck for Civil Wedding Ceremonies on May 24, 2019

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a one-day use permit with the State of California Department of Parks and Recreation for the use of the Mt. Diablo Summit Observation Deck on May 24, 2019 to conduct civil wedding ceremonies.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Clerk-Recorder Division will be conducting civil wedding ceremonies at the Mt. Diablo Summit Observation Deck on May 24, 2019. Use of the observation deck requires a Special Event Permit agreement.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Clerk-Recorder Division will be unable to conduct ceremonies at the Mt. Diablo Summit Observation Deck.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Joseph Barton,  
925-335-7928

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 26, 2019

Subject: Certification of Governance and Leadership Capacity Screening for Head Start

---

**RECOMMENDATION(S):**

APPROVE Certification of Governance and Leadership Capacity Screening for Head Start, as recommended by the Employment & Human Services Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The County, through its Employment and Human Services Department, Community Services Bureau (CSB), is a Head Start grantee from the federal Department of Health and Human Services, Administration for Children and Families (ACF). The grant is currently in year 1 of 5 for Head Start funding. The entire funding cycle is January 1, 2019 through December 31, 2023. Organizations that accept federal funds to operate Head Start programs must have strong governance systems in place to safeguard federal dollars and provide oversight and direction to Head Start programs. CSB received the attached Governance, Leadership, and Oversight Capacity Screener from ACF. The screening process was conducted by CSB with certification approved by the Head Start Policy Council on March 20, 2019. It is a requirement of year 1 to complete a screening of the governance and leadership capacity plan within 60 days of the project period. This board order is to accept and approve the attached certification of the governance and leadership capacity screening.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF  
SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: (925)  
681-6389

By: , Deputy

cc: Nasim Eghlima, Sara Reich

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Department will not be in compliance with Head Start regulations.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: Children Ready for and Succeeding in School, Outcome 3: Families that are Economically Self-sufficient, and Outcome 4: Families that are Safe, Stable, and Nurturing. These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

ATTACHMENTS

Governance Certification Letter

Governance screening tool

Certification of Governance and Leadership Capacity Screening

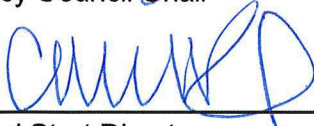
Grant Number: 09CH010777

Grantee Name: Contra Costa County Community Services Bureau

The signatures below attest that, consistent with the terms and conditions of the Notice of Award (NOA), our agency completed a screening of the governance and leadership capacity and developed a plan to address identified training needs.

\_\_\_\_\_  
Board Chair/Tribal Chair Date

  
\_\_\_\_\_  
Policy Council Chair Date

  
\_\_\_\_\_  
Head Start Director Date

\_\_\_\_\_  
Early Head Start Director Date



## Governance, Leadership, and Oversight Capacity Screener

### Introduction

Organizations that accept federal funds to operate Head Start and/or Early Head Start programs must have strong governance systems in place to safeguard federal dollars and provide oversight and direction to the Head Start program.

This screener organizes the Head Start requirements to help organizations identify where they need to make changes and build capacity to fulfill their Head Start governance responsibilities.

### Suggestions for Use

1. Print a copy of this screener.
2. Have your organization's governing body or Tribal Council chair, Policy Council chair, executive director, and Head Start program director work together to review the table beginning on page 3 and to identify (with a check mark or "X") the following items:
  - i. Required Head Start governance practices that your organization currently has in place
  - ii. Required Head Start governance practices that your organization will implement within the first three months of funding
  - iii. Required Head Start governance practices that your organization needs help understanding and implementing
3. On the final page of this document list the governance practices and regulations that your organization needs assistance in understanding and implementing.
4. Enter any questions or concerns you have in the comments section on the final page of this document.
5. Share this screener and your findings with your full governing body or Tribal Council, Policy Council, and Head Start program leadership. Assign people to begin implementation of the governance practices you have identified as not currently in place.
6. You can explore the [Organizational Leadership](#) page on the Early Childhood Learning and Knowledge Center (ECLKC) to access other resources that can assist you as you move your governance system and practices forward.
7. At your next meeting with Regional Office staff, discuss those governance practices and regulations where your organization may benefit from technical assistance.

## Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
1. The governing body (or Tribal Council) has the required composition. <sup>1</sup> Head Start Act Sec. 642(c)(1)(B) (i-iv)			
<ul style="list-style-type: none"> <li>• At least one member has fiscal/accounting background and expertise</li> <li>• At least one member has early childhood education and development background and expertise</li> <li>• At least one member is a licensed attorney</li> <li>• Members reflect the community served and include parents of children who are currently, or were formerly, enrolled in Head Start programs</li> </ul>	<input checked="" type="checkbox"/>    <input checked="" type="checkbox"/>    <input checked="" type="checkbox"/>    <input checked="" type="checkbox"/>    	<input type="checkbox"/>    <input type="checkbox"/>    <input type="checkbox"/>    <input type="checkbox"/>    	<input type="checkbox"/>    <input type="checkbox"/>    <input type="checkbox"/>    <input type="checkbox"/>    
2. The Policy Council has the required composition. Head Start Act Sec. 642(c)(2)(B)(i) Sec. 642(c)(2)(B)(ii)(I-II)			
<ul style="list-style-type: none"> <li>• A majority are parents of children who are currently enrolled in the Head Start program (including delegate agencies)</li> <li>• Other members are representatives at-large of the community served by the program or any delegate agency (may include parents of children formerly enrolled)</li> <li>• Members are elected by parents of children currently enrolled in the program</li> </ul>	<input checked="" type="checkbox"/>   <input checked="" type="checkbox"/>   <input checked="" type="checkbox"/>   	<input type="checkbox"/>   <input type="checkbox"/>   <input type="checkbox"/>   	<input type="checkbox"/>   <input type="checkbox"/>   <input type="checkbox"/>   

<sup>1</sup> If the composition of the governing body does not include individuals with the required qualifications, the governing body must use consultants or other individuals with relevant expertise and qualifications to meet the composition requirements [Head Start Act Sec. 642(c)(1)(B)(vi)].



## Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
3. The Head Start program must ensure that members of the:			
<ul style="list-style-type: none"> <li>Governing body do not have a conflict of interest</li> <li>Policy council, and of the policy committee at the delegate level, do not have a conflict of interest</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Head Start program has established a parent committee comprised exclusively of parents of currently enrolled children as early in the program year as possible.			
<ul style="list-style-type: none"> <li>The committee is established at the center level for center-based program and at the local program level for other program options</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Governing body may establish advisory committees as it deems necessary for effective governance and improvement of the program.			
<ul style="list-style-type: none"> <li>Establish the structure, communication, and oversight in such a way that the governing body continues to maintain its legal and fiscal responsibility</li> <li>Notify responsible HHS official of intent to establish an advisory committee</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
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<p>6. Members of the governing body (or Tribal Council) receive effective and ongoing training and technical assistance (T/TA) to ensure that they understand the information they receive and are able to provide effective oversight of, make appropriate decisions for, and participate in programs of the Head Start agency.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<ul style="list-style-type: none"> <li>• The agency has a system for identifying the T/TA needs of the governing body (or Tribal Council) and using this information to develop a T/TA plan</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<p>7. Members of the Policy Council receive effective and ongoing training and technical assistance (T/TA) to ensure that they understand the information they receive and can provide effective oversight of, make appropriate decisions for, and participate in programs of the Head Start agency.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	-------------------------------------	--------------------------	--------------------------

<ul style="list-style-type: none"> <li>• The agency has a system for identifying the T/TA needs of the Policy Council and using this information to develop a T/TA plan</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• T/TA or orientations include training on program performance standards and training indicated in 1302.12(m)</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
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8. The governing body (or Tribal Council) exercises the following responsibilities: Head Start Act Sec. 642(c)(1)(E)(iv)(I-III)  
Sec. 642(c)(1)(E)(iv)(VI)

- Establishes procedures and criteria for recruiting, selecting, and enrolling children
- Selects delegate agencies, as appropriate
- Develops procedures for selecting Policy Council members
- Reviews applications and amendments to applications for funding

9. The governing body (or Tribal Council) exercises responsibility for the following: Head Start Act Sec. 642(c)(1)(E)(iv)(VII)(aa)-(dd)

- Approval of all major financial expenditures of the agency
- Annual approval of the operating budget of the agency
- The selection (except when a financial auditor is assigned by the state under state law or is assigned under local law) of independent financial auditors to report all critical accounting policies and practices to the governing body (or Tribal Council)



## Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
<ul style="list-style-type: none"><li>The financial audit</li><li>Monitoring of the agency's actions to correct any audit findings and other actions necessary to comply with applicable laws (including regulations) governing financial statement and accounting practices</li></ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>10. The governing body (or Tribal Council) is engaged in reviewing and approving each of the following:</b>			
<ul style="list-style-type: none"><li>The annual self-assessment</li><li>The agency's progress in carrying out the programmatic and fiscal provisions in the agency's grant application, including implementation of corrective actions</li><li>Personnel policies of the agency regarding the hiring, evaluation, termination, and compensation of agency employees</li><li>Results from monitoring conducted under section 641A(c), including appropriate follow-up activities</li></ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Head Start Act Sec. 642(c)(1)(E)(iv)(V)(aa-cc)  
Sec. 642(c)(1)(E)(iv)(VIII)-(IX)



# Head Start Governance, Leadership, and Oversight Capacity Screener

Our organization needs assistance and understanding and implementing this regulation

Practice/Procedure will be fully implemented within first three months of funding

Practice/Procedure is currently in place

## Head Start Governance Practices and Related Regulations

Head Start Program Performance Standards 1301.4 (b)

Head Start Program Performance Standards 1301.4 (b)

11. The program staff ensures the parent committee assumes responsibility for the following:

- Work with program staff to determine the best methods to engage families using strategies that are most effective in their community
- Advise staff in developing and implementing local program policies, activities, and services to ensure they meet the needs of children and families
- Have a process for communication with the Policy Council and policy committee
- Participate in the recruitment and screening of Early Head Start and Head Start employees

12. The Head Start program works with the governing body (or Tribal Council) and Policy Council to make available to the public a report published at least once each year that discloses the following information from the most recently concluded fiscal year:

Head Start Act Sec. 644 (a)(2)(A-H)

- The total amount of public and private funds received and the amount from each source
- An explanation of budgetary expenditures and proposed budget for the fiscal year

## Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
• The total number of children and families served, the average monthly enrollment (as a percentage of funded enrollment), and the percentage of eligible children served	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The results of the most recent review by the Secretary and the financial audit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The percentage of enrolled children that received medical and dental exams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Information about family engagement activities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The agency's efforts to prepare children for kindergarten	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• A summary of a program's most recent community assessment 1302.102(d)(2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Any other information required by the Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

13. The following reports are received by the governing body and the Policy Council and members find them useful:

Head Start Act Sec. 642(d)(2)(A-I)  
 Head Start Program Performance Standards 1302.102

Annual reports:

- The financial audit
- The self-assessment, including any findings related to such assessment



## Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
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- Program Information Reports (PIRs)
- Monthly reports:
  - Financial statements, including credit card expenditures (if the program uses credit cards)
  - Program information summaries
  - Program enrollment reports, including attendance reports for children whose care is partially subsidized by another public agency
  - Reports of meals and snacks provided through programs of the U.S. Department of Agriculture (USDA)
- Additional reports:
  - Community assessment, completed every five years with annual updates

## Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
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- Long-term goals for ensuring programs are and remain responsive to community needs, goals for the provision of educational, health, nutritional, and family and community engagement, program services to promote the school readiness of enrolled children, school readiness goals, and short-term measurable programmatic and financial objectives
- Applicable and current updates from the Secretary (e.g., Program Instructions, Information Memorandums, etc.)
- Ongoing monitoring data, data on school readiness goals and other information described in 1302.102

14. Head Start agency's governing body and Policy Council have jointly established written procedures for resolving internal disputes between the governing board and Policy Council in a timely manner that includes impasse procedure. These procedures must:

Head Start Program Performance Standards 1301.6 (a)(1-3) and 1301.6(b)

- Demonstrate that the governing body considers proposed decisions from the Policy Council and that the Policy Council considers proposed decisions from the governing body



## Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
---	--	---	---

- |  |                                     |                          |                          |
|--|-------------------------------------|--------------------------|--------------------------|
| <ul style="list-style-type: none"> <li>If there is a disagreement, require the governing body and the Policy Council to notify the other in writing why it does not accept a decision</li> </ul>                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <ul style="list-style-type: none"> <li>Describe a decision-making process and a timeline to resolve disputes and reach decisions that are not arbitrary, capricious, or illegal</li> </ul>                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <ul style="list-style-type: none"> <li>Governing body and Policy Council must select a mutually agreeable third-party mediator (as outlined in impasse procedures)</li> </ul>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <ul style="list-style-type: none"> <li>Governing body and Policy Council are prepared to participate in a formal process of mediation that leads to a resolution of the dispute (as outlined in impasse procedures)</li> </ul> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

15. If no resolution is reached with a mediator (NOTE: American Indian and Alaska Native Programs skip and move to next section)

Head Start Program Performance Standards 1301.6 (c)

- |   |                                     |                          |                          |
|---|-------------------------------------|--------------------------|--------------------------|
| <ul style="list-style-type: none"> <li>Governing body and Policy Council must select a mutually agreeable arbitrator whose decision is final</li> </ul> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|-------------------------------------|--------------------------|--------------------------|

## Head Start Governance, Leadership, and Oversight Capacity Screener

Head Start Governance Practices and Related Regulations	Practice/Procedure is currently in place	Practice/Procedure will be fully implemented within first three months of funding	Our organization needs assistance in understanding and implementing this regulation
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16. The Policy Council approve and submit to the governing body decisions about each of the following activities of program operations:

Head Start Act Sec. 642(c)(2)(D)(i-viii)  
 Sec. 642(c)(2)(A)  
 Head Start Program Performance Standards  
 1302.101(b)(4)

- |  |                                     |                          |                          |
|--|-------------------------------------|--------------------------|--------------------------|
| <ul style="list-style-type: none"> <li>• Activities to support the active engagement of families in the program</li> </ul>   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <ul style="list-style-type: none"> <li>• Program recruitment, selection, and enrollment priorities</li> </ul>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <ul style="list-style-type: none"> <li>• Applications for funding and amendments to applications for funding</li> </ul>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <ul style="list-style-type: none"> <li>• Budget planning for program expenditures, including policies for reimbursement related to participation in Policy Council activities</li> </ul>   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <ul style="list-style-type: none"> <li>• Bylaws for the operation of the Policy Council</li> </ul>   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <ul style="list-style-type: none"> <li>• Program personnel policies and decisions regarding the employment of program staff, consistent with 642(c)(1)(E)(iv)(IX), including standards of conduct for program staff, contractors, and volunteers and criteria for the employment and dismissal of program staff</li> </ul> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

## Head Start Governance, Leadership, and Oversight Capacity Screener

### Head Start Governance Practices and Related Regulations

Practice/Procedure is currently in place  Practice/Procedure will be fully implemented within first three months of funding  Our organization needs assistance in understanding and implementing this regulation

17. A program must submit reports, as appropriate, to the HHS official immediately or as soon as practicable:

Head Start Program Performance Standards 1302.102 (d) and 1304.12

- Any significant incidents affecting the health and safety of program participants
- Circumstances affecting the financial viability of the program
- Breaches of personally identifiable information
- Program involvement in legal proceedings
- Any matter for which notification or a report to state, tribal or local authorities is required by law:
  - Reports addressing child abuse and neglect or laws governing sex offenders
  - Incidents that require classrooms or centers to be closed for any reason
  - Legal proceedings directly related to program operations
  - All conditions required to be reported under 1304.12 including child and Adult Care Food Program (CACFP)

## Head Start Governance, Leadership, and Oversight Capacity Screener

### Comments section:

Our organization needs assistance in understanding and implementing the following governance regulations:

Additional comments, questions, or concerns:





**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 26, 2019

Subject: FY 2018/19 CERTIFICATION OF PROPOSITION 172 PUBLIC SAFETY SALES TAX MAINTENANCE OF EFFORT

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Administrator, or designee, to execute the Maintenance of Effort Certification Form for Fiscal Year 2018/19 as required by Chapter 886, Statutes of 1994 to receive Proposition 172 (public safety sales tax increment) funds, and to submit the Certificate to the County Auditor-Controller.

**FISCAL IMPACT:**

This Certificate of Maintenance of Effort is required by State statute as implemented by guidelines issued by the California State Controller. Failure to submit the required certification form would result in the loss of more than \$84.0 million in State Proposition 172 funds for the current fiscal year.

**BACKGROUND:**

This ½ cent sales tax was authorized in 1994 as a result of the 1993/94 state budget process. Proposition 172 (Senate Bill 509) designated that the ½ cent sales tax be deposited to newly-created state and local public safety trust funds and allocated to local agencies to fund public safety activities such as police, sheriff, fire, district attorney, county corrections, and ocean lifeguards. Court operations were explicitly excluded.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Paul Reyes, (925)  
335-1096

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

>

To prevent supplantation of local revenues that would have otherwise been allocated to public safety functions with Proposition 172 sales tax, the Legislature enacted Assembly Bill 2788 as Chapter 886, Statutes of 1994. AB 2733 requires a local agency to commit at least the same resources as were committed in FY 1992/93 (minus certain exclusions), adjusted each year by any growth in its Proposition 172 revenue, as maintenance of effort (MOE) in order to qualify to receive Proposition 172 (Public Safety Sales Tax).

AB 2733 does not specifically define what is meant by “public safety services” and allows each county to make its own computation. In implementing the MOE section of Assembly Bill 2788 on May 16, 1995, as indicated in the Certification Form, it was most advantageous for this County to define public safety as follows: District Attorney (Department 0242), Probation (Departments (0308, 0309, 0310), Public Defender (Department 0243), Sheriff-Coroner (Departments 0255, 0277, 0300, and 0359), and Inmate Medical Care (Department 0301). It should be noted that the definition of “public safety services” for computation of the MOE obligation does not in any way detract from the Board’s authority to designate those funds to whatever public safety department or service it chooses.

The Board of Supervisors, in 1993, directed that all public safety sales tax proceeds will be allocated to the District Attorney and Sheriff departments. Due to the downturn in the California economy, public safety sales taxes received by Contra Costa County has gradually declined since FY 2005/06, by more than 10% over that five-year period. For the 2017/18 fiscal year, it is estimated that Proposition 172 funds will provide \$66.1 million to fund operations in the Sheriff’s Office and \$14.0 million to fund operations in the District Attorney’s Office.

2005/06 Actual	\$69,281,424
2006/07 Actual	\$67,318,904
2007/08 Actual	\$65,314,410
2008/09 Actual	\$57,641,994
2009/10 Actual	\$55,379,148
2010/11 Actual	\$60,388,430
2011/12 Actual	\$63,922,867
2012/13 Actual	\$67,178,163
2013/14 Actual	\$72,053,360
2014/15 Actual	\$74,736,241
2015/16 Actual	\$74,141,898
2016/17 Actual	\$77,499,977
2017/18 Actual	\$81,282,181
2018/19 Budgeted	\$81,779,546

We have determined that for FY 2018/19, the adopted budget for the County-defined public safety services exceeded the County’s MOE obligation by more than \$190.4 million. In computing the MOE, we followed the Public Safety MOE Requirement Uniform Guidelines for California Counties and Cities approved by the State Association of County Auditors. By authorizing the County Administrator to execute and submit the MOE Certification Form to the County Auditor-Controller, the Board will assure that the County will receive its full allotment of Proposition 172 funds for the current year.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to file the required certification will jeopardize the County's eligibility to receive public safety sales tax revenue.

ATTACHMENTS

FY 2018/19 MOE Certification Form

2018-19 MOE Calculation Worksheet (Form A)

2018-19 MOE Base Year Calculation (Form C)

Auditor-Controller  
CONTRA COSTA COUNTY  
AB2788 (Chapter 866/94)  
Maintenance of Effort Certification Form

Name of County: Contra Costa

Fiscal Year of Certification: 2018/19

AB2788 Maintenance of Effort (MOE) Calculation:

Line 1: Total Public Safety Adopted Budget (Amount of Line 4.1 from Form A)	<u>323,430,226.00</u>
Line 2: Public Safety MOE (Amount of Line 3.2 from Form A)	<u>132,995,899.68</u>
Line 3: Difference (Amount of Line 1 minus Line 2) Over/(Under) AB2788 MOE Requirements	<u>190,434,326.32</u>

(\*Enter this amount below.)

Certification Statement:

I hereby certify that the County of Contra Costa is over  
/under (please circle one) the AB2788 Maintenance of Effort requirements  
concerning the use of Proposition 172 revenues in the amount of  
\* 190,434,326.32 . Forms A and C are submitted in support of this  
calculation. Detailed records concerning this calculation are available  
upon request and will be retained.

Signature of County Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_



Form A: AB2788 MOE Calculation Worksheet

Contra Costa  
2018/19

Step #1: Public Safety Services as Previously Defined

In 1994/95, the County established their definition of public safety services consistent with Government Code Section 30052. Listed below are all departments included in this definition.

<b>District Attorney</b>	<b>Health Detention-Inmates</b>	<b>Probation</b>
<b>Public Defender</b>	<b>Sheriff (including Coroner)</b>	

Step #2: Growth Adjusted Base Year

The County determined the AB2788 base year amount in 1994/95 on Form B by using the 1992/93 adopted budget for all defined public safety departments.

Line 2.1: Total Base Year Forward (Adjusted AB2788 Base Amount from Prior Year Form A, Line 3.2)	<u>129,213,695.53</u>
---	-----------------------

Step #3: New Base Amount for Local Agency

AB2788 includes a growth factor provision equal to the previous years' growth in Proposition 172 revenues. The Auditor-Controller's Office will provide cities and counties with this amount. If appropriate, this amount should be added to the AB2788 Base Year.

Line 3.1: Growth Amount	<u>3,782,204.15</u>
Line 3.2: Total Base Amount for Local Agency (Total of lines 2.1 and 3.1)	<u>132,995,899.68</u>

Step #4: Determine AB2788 Public Safety Budget for Certification Year

The County should determine the AB2788 Public Safety Budget for the Certification year. The same departments and adjustments that were included in the AB2788 base year calculation have been entered on Form C. Please complete Form C to provide the following:

Line 4.1: Total AB2788 Public Safety Budget	<u>323,430,226.00</u>
---	-----------------------

Step #5: AB2788 Maintenance of Effort (MOE) Calculation

Please complete the AB2788 Certification Form using the above information. The calculation would be as follows:

Line 1 of the Certification Form	Take the amount of Line 4.1, Form A
Line 2 of the Certification Form	Less the amount of Line 3.2, Form A
Line 3 of the Certification Form	Equals the amount over/(under) AB2788 MOE requirement.

**CONTRA COSTA COUNTY**

Please complete the following Form to calculate the AB2788 MOE base year. Describe all AB2788 adjustments in the space provided below.

Public Safety Department	Certification Year Adopted Budget	AB 2788 Adjustments										Adjusted AB2788 Certification Year
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
District Attorney (0242)	43,693,070	5,000	10,000	6,862,987	960,813		200,000		1,509,735			34,144,535
Probation (0308)	35,944,737			8,298,924						117,339		27,528,474
Probation (0309)	32,434,997			9,563,135								22,871,862
Probation (0310)	11,466,692							4,000,000				7,466,692
Public Defender (0243)	27,742,226			3,490,974								24,251,252
Sheriff (0255)	125,541,947	1,268,410	150,000	2,971,154			17,883,599					103,268,784
Sheriff Contract Services (0277)	20,330,970					20,330,970						0
Sheriff Detention (0300)	84,868,262	411,047		9,126,982						280,115		75,050,118
Sheriff-Coroner (0359)	3,298,499											3,298,499
Hlth Detention Inmates (0301)	25,600,010	50,000										25,550,010
<b>Total</b>	<b>410,921,410</b>	<b>1,734,457</b>	<b>160,000</b>	<b>40,314,156</b>	<b>960,813</b>	<b>20,330,970</b>	<b>18,083,599</b>	<b>4,000,000</b>	<b>1,509,735</b>	<b>397,454</b>	<b>0</b>	<b>323,430,226</b>

AB2788 MOE Adjustments:

Comments:

Enter amount on  
Form A, Line 4.1

- (1) Fixed Assets, Lease Purchases & Debt Service
- (2) POST
- (3) Grants
- (4) Transfers/Recording Fees for Real Estate Fraud
- (5) Court Security, Hospital Security, EHS Security
- (6) Contracts with Other Jurisdictions
- (7) State Aid & Fed Aid Placement
- (8) Narcotics, Environmental, Fraud Forfeitures/Damages
- (9) STC Reimbursement

Completed By: Paul Reves, Senior Deputy County Administrator

Phone: (925) 335-1096

Date: 3/21/2019



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 26, 2019

Subject: Referral to the Internal Operations Committee to create a policy on language interpretation services at the Board of Supervisors meetings

---

**RECOMMENDATION(S):**

REFER to the Internal Operations Committee to create a policy on language interpretation services at the Board of Supervisors meetings.

**FISCAL IMPACT:**

Fiscal impact will be dependent with the policy and process for interpretation services.

**BACKGROUND:**

To better serve the residents of Contra Costa County and encourage public participation in Board meetings, the Chair of the Board of Supervisors requests a study and report on language accommodations for Board of Supervisors meetings in the other Bay Area Counties. Currently, there is no formal process for providing interpretation services at the Contra Costa County Board of Supervisors meetings. If a member of the public speaks at public comment and they are more comfortable speaking a language other than English, they historically have brought a language interpreter with them for assistance. Upon approaching the podium to address the Board of Supervisors, the Clerk doubles the speaker's time (Government Code section 54954.3(b)(2)) in order to allow both the speaker, in their preferred language, and the English interpreter to address the Board of Supervisors.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Jami Napier,  
335-1908

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: IOC Staff

CONSEQUENCE OF NEGATIVE ACTION:

Should the referral not be authorized, the County would not be able to create a policy on language interpretation services.



Contra  
Costa  
County

To: West Contra Costa Healthcare District  
From: John Gioia, District I Supervisor  
Date: March 26, 2019

Subject: WEST CONTRA COSTA HEALTHCARE DISTRICT - RESOLUTION ESTABLISHING FINANCE COMMITTEE  
AND MAKING APPOINTMENTS

---

**RECOMMENDATION(S):**

Acting as the Governing Board of the West Contra Costa Healthcare District:

1. ADOPT Resolution No. 2019/97 establishing the Finance Committee of the West Contra Costa Healthcare District; and
2. APPOINT Supervisor John Gioia and Supervisor Federal D. Glover to the Committee.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

**West Contra Costa Healthcare District History**

The West Contra Costa Healthcare District (the “District”) struggled financially for decades, experiencing increasing costs, declining reimbursements, and growing service demand from uninsured and underinsured populations. After emerging from bankruptcy in 2006, the District fell deeper into debt. In 2015, it closed its hospital, Doctors Medical Center, which was a full-service acute care facility with 124 general acute care beds.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Timothy M. Ewell, (925)  
335-1036

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Anna Roth, Health Services Director

On October 20, 2016, the District again filed for bankruptcy under chapter 9 of the Bankruptcy Code. Through the bankruptcy, the District sought the bankruptcy court's approval of a plan that allowed the District to modify its debts and on-going costs, emerge from bankruptcy, and begin the process of repaying creditors. The bankruptcy court approved the District's Plan of Adjustment on January 2, 2018, allowing the District to repay certain creditors over a series of years.

BACKGROUND: (CONT'D)

**Senate Bill 522 (Glazer)**

Senate Bill 522 was introduced by Senator Steve Glazer and proposed the dissolution of the existing elected board of directors of the District, effective January 1, 2019, and required that the Board of Supervisors of the County, at its election, either serve as the District's governing board or appoint a governing board for the District, as specified. Governor Brown signed the bill into law on July 18, 2018.

**Board of Supervisors as Governing Board**

On September 11, 2018, the Board of Supervisors determined that it would serve as the governing board of the District effective January 1, 2019. Government Code section 54954(a) requires local agencies (including special districts) to provide for the time and place for holding regular meetings.

On January 15, 2019, the Board established the District's regular meeting schedule consistent with that of the Board of Supervisors' meeting schedule. In addition, the Board appointed the Executive Director, Secretary and Treasurer of the District. Specifically, the resolution appoints the County Administrator as Executive Director, the Chief Assistant Clerk of the Board as Secretary and the Auditor-Controller as Treasurer of the District.

**Establishing a Finance Committee and Making Appointments**

Today's action requests that the Board establish a Finance Committee of the District to review and make recommendations about the allocation of community benefit funds made available during the bankruptcy proceedings for health related services within the District area and other financial matters as needed. Since District I and District V represent the area within the WCCHD, I am recommending that Supervisor Glover and I be appointed to the Finance Committee to bring funding recommendations back to the full Board for approval.

**CONSEQUENCE OF NEGATIVE ACTION:**

The District will not have a Finance Committee established to review and make recommendations regarding allocation of community benefit funds or other financial matters that may arise in the District area.

**CHILDREN'S IMPACT STATEMENT:**

No impact.

**ATTACHMENTS**

Resolution 2019/97

Resolution 2019/14

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 03/26/2019 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2019/97**

**RESOLUTION ESTABLISHING FINANCE COMMITTEE FOR THE WEST CONTRA COSTA HEALTHCARE DISTRICT**

**WHEREAS**, the West Contra Costa Healthcare District (the "District") struggled financially for decades, experiencing increasing costs, declining reimbursements, and growing service demand from uninsured and underinsured populations;

**WHEREAS**, the District emerged from bankruptcy in 2006, but soon fell deeper into debt and ultimately closed its hospital, Doctors Medical Center, in 2015;

**WHEREAS**, on October 20, 2016 the District again filed for bankruptcy under chapter 9 of the Bankruptcy Code, which ultimately resulted in the federal bankruptcy court approving the District's Plan of Adjustment on January 2, 2018, allowing the District to repay certain creditors over a series of years;

**WHEREAS**, Senate Bill 522 was introduced by Senator Steve Glazer and proposed the dissolution of the existing elected board of directors of the District, effective January 1, 2019, and required that the Board of Supervisors of the County, at its election, either serve as the District's governing board or appoint a governing board for the District, as specified. Governor Brown signed the bill into law on July 18, 2018;

**WHEREAS**, on September 11, 2018, the Contra Costa County Board of Supervisors voted unanimously to become the Board of Directors of the District; and,

**WHEREAS**, the Board of Directors of the District is responsible for the oversight of the finances of the District and allocation of funds for the benefit of the community.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the West Contra Costa Healthcare District, as follows:

**Section 1.** The Finance Committee of the West Contra Costa Healthcare District is established; and

**Section 2.** The Finance Committee is charged with reviewing and making recommendations for the allocation of community benefit funds for health related functions within the District and other financial matters that may be referred by this Board; and

**Section 3.** This Resolution shall take effect immediately upon its adoption.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: March 26, 2019**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

**Contact: Timothy M. Ewell, (925) 335-1036**

By: , Deputy

**cc:** Anna Roth, Health Services Director



**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/15/2019 by the following vote:

	<b>John Gioia</b>
	<b>Candace Andersen</b>
<b>AYE:</b>	<input checked="" type="checkbox"/> <b>Diane Burgis</b>
	<b>Karen Mitchoff</b>
	<b>Federal D. Glover</b>
<b>NO:</b>	<input type="checkbox"/>
<b>ABSENT:</b>	<input type="checkbox"/>
<b>ABSTAIN:</b>	<input type="checkbox"/>
<b>RECUSE:</b>	<input type="checkbox"/>



**Resolution No. 2019/14**

**RESOLUTION ESTABLISHING REGULAR MEETING DATES FOR THE WEST CONTRA COSTA HEALTHCARE DISTRICT**

**WHEREAS**, the West Contra Costa Healthcare District (the "District") struggled financially for decades, experiencing increasing costs, declining reimbursements, and growing service demand from uninsured and underinsured populations;

**WHEREAS**, the District emerged from bankruptcy in 2006, but soon fell deeper into debt and ultimately closed its hospital, Doctors Medical Center, in 2015;

**WHEREAS**, on October 20, 2016 the District again filed for bankruptcy under chapter 9 of the Bankruptcy Code, which ultimately resulted in the federal bankruptcy court approving the District's Plan of Adjustment on January 2, 2018, allowing the District to repay certain creditors over a series of years;

**WHEREAS**, Senate Bill 522 was introduced by Senator Steve Glazer and proposed the dissolution of the existing elected board of directors of the District, effective January 1, 2019, and required that the Board of Supervisors of the County, at its election, either serve as the District's governing board or appoint a governing board for the District, as specified. Governor Brown signed the bill into law on July 18, 2018;

**WHEREAS**, on September 11, 2018, the Contra Costa County Board of Supervisors voted unanimously to become the Board of Directors of the District; and,

**WHEREAS**, California Government Code Section 54954(a) requires that legislative bodies of a local agency shall provide the time and place for holding regular meetings.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the West Contra Costa Healthcare District, as follows:

**Section 1.** The regular meetings of the Board of Directors of the District shall be held on the same dates, times, and locations as the regular meetings of the Board of Supervisors of the County. Any regular meeting of the Board of Directors of the District may be canceled by the Clerk of the Board without notice if no items have been submitted for the agenda for such meeting, provided that notice of such meeting will be provided in accordance with Government Code 54954.

**Section 2.** The Executive Director of the District shall be the County Administrator of Contra Costa County, California.

**Section 3.** The Secretary of the District shall be the Chief Assistant Clerk of the Board of Supervisors of Contra Costa County, California.

**Section 4.** The Treasurer of the District shall be the Auditor-Controller of Contra Costa County, California.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: January 15, 2019**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Timothy M. Ewell, (925) 335-1036

By: Stephanie Mello, Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 26, 2019

Subject: Sale of Real Property located at 4006 Macdonald Avenue in Richmond and Nearby Unimproved Real Property to RYSE, Inc.

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**RECOMMENDATION(S):**

DECLARE the real property located in Richmond consisting of (i) an approximately 2,500 square foot parcel of real property located at 4006 MacDonalD Avenue (Parcel 1), and (ii) an approximately 5,000 square foot parcel of real property in the vicinity of Parcel 1, fronting the south side of MacDonalD Avenue, between 39<sup>th</sup> Street and 40<sup>th</sup> Street (Parcel 2) (together, the Property) to be surplus and no longer necessary for the present or future needs of the County;

APPROVE the sale of (i) Parcel 1 for \$365,000 and (ii) Parcel 2 for \$60,000 to RYSE, Inc., a California non-profit corporation (RYSE) in accordance with the Purchase and Sale Agreement, as permitted by Government Code Section 26227;

AUTHORIZE the Public Works Director, or designee, to execute the Purchase and Sales Agreement; and all ancillary documents necessary to implement the transfer of the Property, on behalf of the County;

ALLOCATE \$42,500 from the Livable Communities Trust (District I portion) to the County’s General Fund account for the purchase of Parcel 2 by RYSE, as recommended by Supervisor Gioia and as permitted by Government Code Section 26627;

DETERMINE that the activity is not

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Angela Bell, (925) 957-2451

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

subject to the California Environmental Quality Act (CEQA), pursuant to Article 5, Section 15061(b)(3) of the CEQA Guidelines.

AUTHORIZE the Chair, Board of Supervisors, or designee, to execute a Grant Deed on behalf of the County to transfer the Property to RYSE;

DIRECT the Director of the Conservation and Development Department (DCD) to file a Notice of Exemption with the County Clerk;

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a \$50 fee to the County Clerk for filing, and a \$25 fee to DCD for processing the Notice of Exemption.

AUTHORIZE the Auditor-Controller's Office to transfer \$42,500 from the Livable Communities Trust Fund to the County's General Fund account;

DIRECT the Real Estate Division of the Public Works Department to cause the Grant Deed to be recorded on behalf of RYSE in the office of the Clerk-Recorder.

FISCAL IMPACT:

The General Fund, Org 4303, will receive 100% of the \$425,000 sale proceeds. Of this amount, \$42,500 will be transferred from the District I portion of the Livable Communities Trust Fund for the purchase of Parcel 2.

BACKGROUND:

The County acquired Parcel 1 in 1997. The property is improved with a one-story structure containing approximately 1,620 square feet on a lot that is approximately 2,500 square feet in size. In 2000, the County leased Parcel 1 to Contra Costa Senior Legal Services, a California Corporation. In 2014, Contra Costa Senior Legal Services terminated its tenancy. Since that time, the Contra Costa County Employment & Human Services-Aging Adult Services (EHSD) has occupied the building. EHSD vacated the building in March 2019.

The County acquired Parcel 2 in 1976. Parcel 2 is unimproved land that is in the vicinity of Parcel 1. Parcel 2, which is approximately 5,000 square feet and 50 feet wide, has been used for parking purposes for staff at 4006 MacDonald Avenue.

RYSE has offered to pay \$425,000 for the Property, which the Real Estate Division of the Public Works Department estimates is its fair market value. Following the acquisition of the Property, RYSE intends to house RYSE's administrative activities and possibly some of RYSE's existing programs and services as well as expand their facility parking.

The Livable Communities Trust Fund (Fund) is a Special Revenue Mitigation Fund established by the Board of Supervisors on November 15, 2005, following the approval of the Camino Tassajara Combined General Plan Amendment Project, also known as the Alamo Creek and Intervening Property residential project, to implement a condition of approval. The residential developers pay a fee of \$8,000 per unit (excluding affordable housing portion of the projects) into the Fund. The Department of Conservation and Development administers the Fund. Upon completion of the build-out of the development project contributing to the fund revenue balance, deposits in to the Fund will total \$8,448,000. As of February 22, 2019, the account has collected \$8,096,000 in fees and \$611,520.50 in accrued interest with \$6,006,045.90 remaining in uncommitted funds. There have been \$994,171.69 in

expenditures. The project and previously approved Fund expenditures are shown in the “Livable Communities Trust Fund” attachment. The Fund was established to implement the County’s Smart Growth Action Plan. The acquisition of the property by RYSE supports goal four of the Smart Growth Action Plan to promote economic revitalization in urban infill communities.

CONSEQUENCE OF NEGATIVE ACTION:

If the conveyance of the Property in accordance with the Purchase and Sale Agreement and the allocation of Livable Communities Trust Funds monies are not approved, RYSE, Inc., will not be able to house their administrative activities, programs or services at 4006 MacDonald Ave. or expand their facility parking to include Unimproved land in the vicinity of 4006 MacDonald Ave.

ATTACHMENTS

Grant Deed and Exhibits

Purchase and Sale Agreement

Livable Communities Trust Fund

CEQA

Recorded at the request of:  
Contra Costa County

Return to:  
RYSE, Inc.  
205 41<sup>st</sup> Street  
Richmond, CA 94805  
Attn: **Kanwarpal Dhaliwal**

EXEMPT FROM RECORDING FEES PURSUANT TO GOVT CODE SECTION 27383 AND FROM DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11929

Assessor's Parcel Nos. 517-320-025 and 517-320-005

# GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California,

Grants to RYSE, Inc., a California non-profit corporation, in an "AS-IS" condition, the following described real property in the City of Richmond, County of Contra Costa, State of California,

**AS DESCRIBED IN EXHIBIT "A" AND SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.**

The County, its agents and employees make no warranty, guarantee, or representation concerning any matter or thing affecting or relating to the property or as to the physical condition of the property.

CONTRA COSTA COUNTY

Dated \_\_\_\_\_

By \_\_\_\_\_

John Gioia  
Chair, Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA        )  
COUNTY OF CONTRA COSTA )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_ Clerk of the Board of Supervisors, Contra Costa County, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
Deputy Clerk

Ryse Inc.  
4006 MacDonald Ave  
APNs: 517-320-025 & -005

## EXHIBIT "A"

### Parcel 1

Real property situate in the City of Richmond, County of Contra Costa, State of California, described in the deed from Katherine J. Grydyk to Contra Costa County, recorded July 31, 1997 as Document Number 97-0136227-00, being all of Lot 14, Block 139, map of Walls Addition, filed March 22, 1909, in Book 2 of Maps at Page 30, Contra Costa County Records.

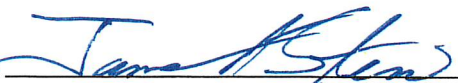
APN 517-320-025

### Parcel 2

Real property situate in the City of Richmond, County of Contra Costa, State of California, described in the deed from Leslie R. Pickles, et.al. to Contra Costa County, recorded September 24, 1976 in Book 8028 at page 48 being all of Lots 11 and 12, Block 139, map of Walls Addition, filed March 22, 1909, in Book 2 of Maps at Page 30, Contra Costa County Records.

APN 517-320-005

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

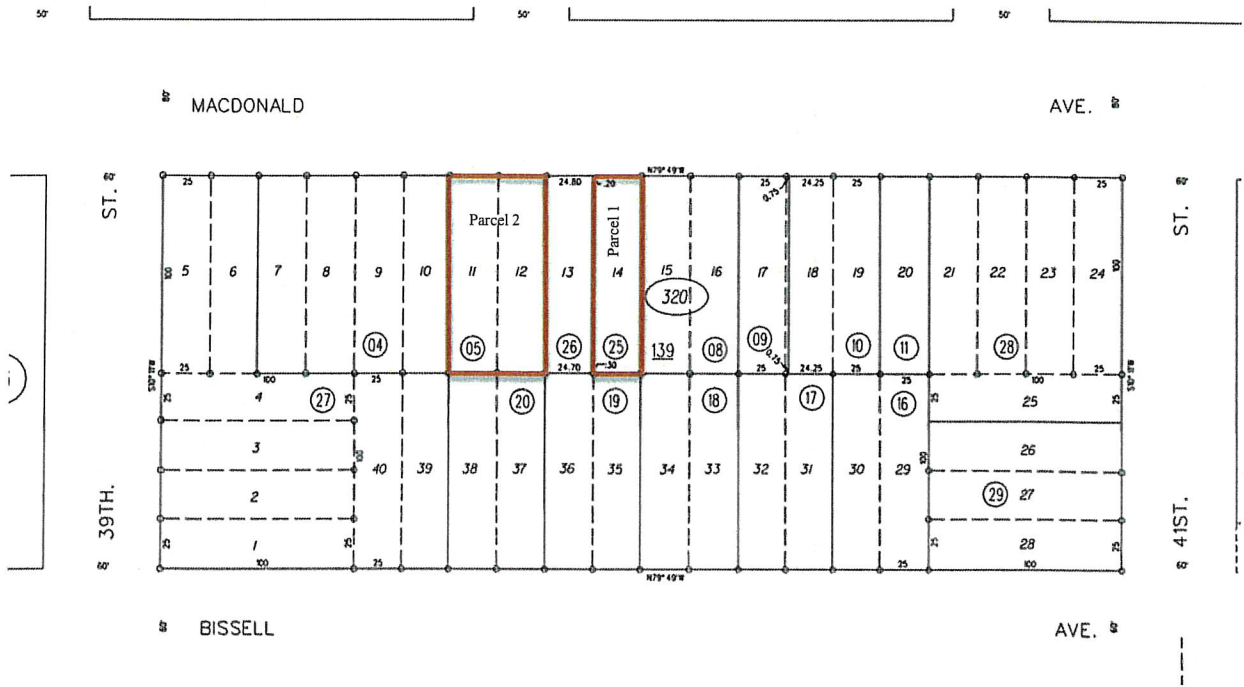
Signature: 

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 2/25/19



Exhibit "B"





**PURCHASE AND SALE AGREEMENT BETWEEN  
CONTRA COSTA COUNTY  
AND  
RYSE, INC.**

---

This purchase and sale agreement ("Agreement") is dated March 26, 2019 (the "Effective Date"), and is between the County of Contra Costa, a political subdivision of the State of California (the "County") and RYSE, Inc., a California non-profit corporation ("Grantee").

**RECITALS**

- A. The County is the owner of approximately 2,500 square feet of real property commonly known as 4006 MacDonald Avenue in the City of Richmond, County of Contra Costa, California. The real property is further known as Assessor's Parcel Number 517-320-025 and is further described in Exhibit A and shown on Exhibit B ("Parcel 1"). Parcel 1 is improved with a 1,620 square foot building.
- B. The County is also the owner of approximately 5,021 square feet of real property that is known as Assessor's Parcel Number 517-320-005 in the City of Richmond, County of Contra Costa, California, and is described in Exhibit A and shown on Exhibit B ("Parcel 2"). Parcel 2 is a vacant lot that is in the vicinity of Parcel 1 and is adjacent to real property owned by Grantee. Together, Parcel 1 and Parcel 2 are the "Property."
- C. In accordance with Government Code section 26227, the County desires to sell, and Grantee desires to purchase, the Property in an "as-is" condition under the terms and conditions of this Agreement for a purchase price of \$425,000. RYSE is paying \$382,500 of the purchase price using a grant of Community Development Block Grant ("CDBG") funds. RYSE is paying the balance of the purchase price using a grant from the Livable Communities Trust Fund.
- D. The Property is not required for County use.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Approval Required.** This Agreement is subject to approval by the County's Board of Supervisors. This Agreement is being submitted to the Grantee first for approval, and thereafter to the County. This Agreement is not effective unless and until it is approved by the County's Board of Supervisors.
- 2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, County agrees to sell and Grantee agrees to purchase the Property subject to all existing liens, encumbrances, and encroachments.

3. **Purchase Price.** The purchase price for the Property is Four Hundred Twenty-Five Thousand Dollars (\$425,000) (the "Purchase Price").
4. **Condition of the Property.** The County, its agents and employees, make no warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Property, and do not assume any responsibility for the conformance to codes or permit regulations of the city or county within which the Property is located. Grantee takes title to the Property in its "AS-IS" condition. The County has not made, and does not make, any representation as to the physical condition of the Property.
5. **Grantee Representations and Warranties.** The Grantee represents and warrants to the County as of the Effective Date as follows:
  - 5.1 Grantee is a duly formed and validly existing non-profit public benefit corporation organized under the laws of the State of California, and is qualified under the laws of the State of California to conduct business herein.
  - 5.2 Grantee has the full legal right, power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby, and to perform its obligations under this Agreement.
6. **Conditions of County's Performance.** The County's obligation to perform under this Agreement is subject to the following conditions:
  - 6.1 Grantee's representations and warranties in this Agreement are correct as of the Effective Date, and as of the date the Property is transferred to Grantee.
  - 6.2 Grantee having duly executed the CDBG Project Agreement between the County and the Grantee effective March 20, 2019 (the "CDBG Project Agreement"), which governs the use of CDBG funds to fund \$382,500 of the Purchase Price.
7. **Closing.** To complete the sale of the Property, the parties shall take the following steps:
  - 7.1 The County shall cause the County Auditor-Controller to (i) transfer \$42,500 from the Livable Communities Trust to the County's General Fund for the purchase of the Property, (ii) transfer \$382,500 of CDBG funds to the County's General Fund for the purchase of the Property.
  - 7.2 Once the full Purchase Price has been transferred to the County's General Fund, the Real Estate Division of the County's Public Works Department will record the Grant Deed in the County's Clerk-Recorder's Office and deliver a conforming copy of the Grant Deed to Grantee.
  - 7.3 Upon receipt of the Grant Deed, Grantee shall accept the Grant Deed and provide a copy of the acceptance instrument to the Real Estate Division of the County's Public Works Department for recording purposes.
8. **Indemnification.** Grantee shall defend, indemnify, protect, save, and hold harmless the County, its officers, agents, and employees, from any and all claims, costs and

liability for any damages, sickness, death or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever, from or connected with the present or future condition of the Property or use of the Property, or any representations, misrepresentations or non-representations regarding its condition or use, and will make good to and reimburse County for any expenditures, including reasonable attorneys' fees that County may make by reason of such matters and, if requested by County, will defend any such suits at the Grantee's sole expense.

9. **Transaction Costs.** All escrow fees, recording fees, documentary transfer taxes or other real estate transaction taxes or fees, by whatever name known, including broker's commission, if any, and personal property sales taxes where applicable, will be paid solely by the Grantee.
10. **Survival.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement will survive and remain fully enforceable after the conveyance of the Property to the Grantee, and after any assignment, expiration, or termination of this Agreement, and will not merge in the Grant Deed or other documents.
11. **Assignment and Successors.** This Agreement inures to the benefit of and binds the parties to this Agreement and their respective heirs, successors, and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective heirs, successors, and assigns, any rights or remedies under or by reason of this Agreement.
12. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement must be in writing and made as follows:

County: Contra Costa County Public Works Department  
Real Estate Division  
Public Works Department  
40 Muir Road, 2<sup>nd</sup> Floor  
Martinez, CA 94553  
Telephone: (925) 957-2467  
Attn: Principal Real Property Agent

Grantee: RYSE, Inc.  
205 41<sup>st</sup> Street  
Richmond, CA 94805  
Telephone: (510) 374-3401  
Attn: Executive Director

or to such other addresses as County and Grantee may respectively designate by written notice to the other.

14. **Entire Agreement.** This Agreement, the Grant Deed and the CDBG Project Agreement constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements and understandings of the parties regarding the subject

matter of this Agreement.

15. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement is not to be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement. The Recitals are, and are enforceable as, a part of this Agreement.
16. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
17. **Waiver.** A waiver or breach of any covenant or provision in this Agreement will not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver is valid unless in writing and executed by the waiving party.

[Remainder of Page Intentionally Left Blank]

18. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement will not be affected.
19. **Governing Law.** This Agreement is governed by the laws of the State of California. The venue of any litigation pertaining to this Agreement will be Contra Costa County, California.

**CONTRA COSTA COUNTY**

By \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

**GRANTEE**

By \_\_\_\_\_  
Kanwarpal Dhaliwal  
Interim Executive Director

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
Sarita Ahuja  
Board Chair

By \_\_\_\_\_  
Angela Bell  
Associate Real Property Agent

By \_\_\_\_\_  
Karen A. Laws  
Principal Real Property Agent

Date \_\_\_\_\_  
(Date Signed by Grantor)

APPROVED AS TO FORM:  
County Counsel

By \_\_\_\_\_

Date: \_\_\_\_\_  
(Date of Board Approval)

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED**

Exhibit A - Legal Description  
Exhibit B - Map

AB:

G:\realprop\LeaseMgt\Bell\Leasing\Sale of 4006 MacDonald & 517-320-005\final board order and docs\RYSE PSA\_April 2019 V3 Final 3-26-19.doc

Ryse Inc.  
4006 MacDonald Ave  
APNs: 517-320-025 & -005

## EXHIBIT "A"

### Parcel 1

Real property situate in the City of Richmond, County of Contra Costa, State of California, described in the deed from Katherine J. Grydyk to Contra Costa County, recorded July 31, 1997 as Document Number 97-0136227-00, being all of Lot 14, Block 139, map of Walls Addition, filed March 22, 1909, in Book 2 of Maps at Page 30, Contra Costa County Records.

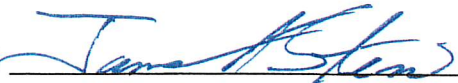
APN 517-320-025

### Parcel 2

Real property situate in the City of Richmond, County of Contra Costa, State of California, described in the deed from Leslie R. Pickles, et.al. to Contra Costa County, recorded September 24, 1976 in Book 8028 at page 48 being all of Lots 11 and 12, Block 139, map of Walls Addition, filed March 22, 1909, in Book 2 of Maps at Page 30, Contra Costa County Records.

APN 517-320-005

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

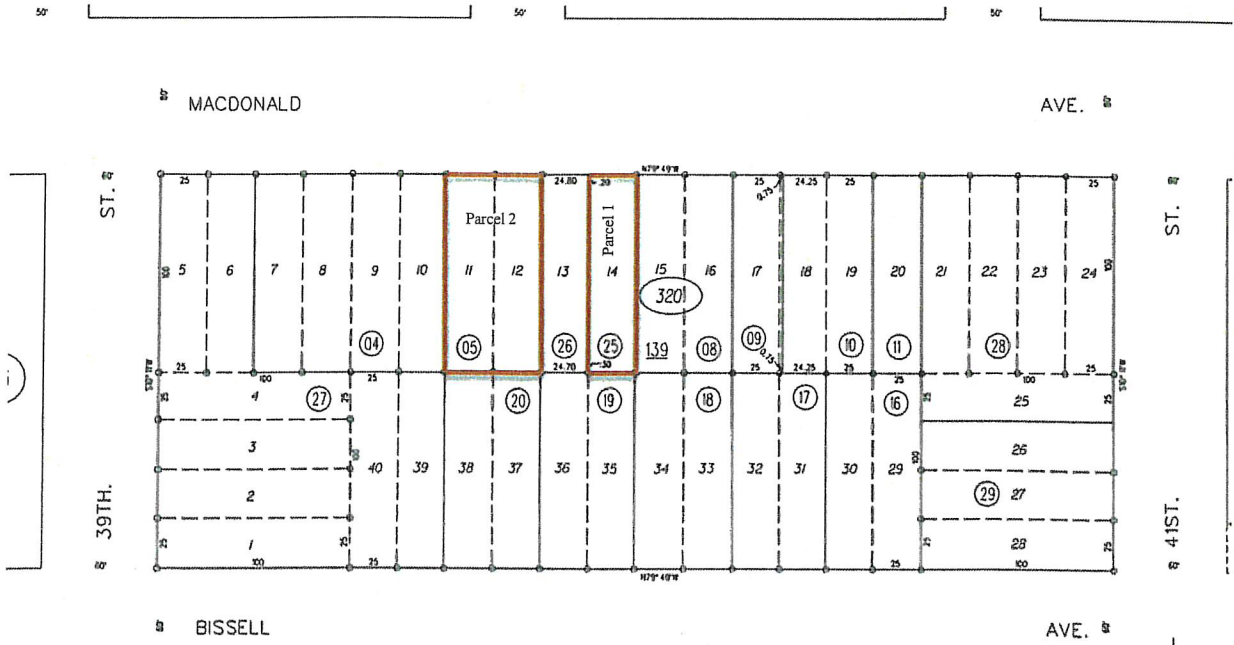
Signature: 

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 2/25/19



Exhibit "B"



Liveable Communities Trust Fund

List of Projects

Number	Board Date	Project	Amount	Sup District	Expenditures	Remaining Balance
2013-01	10/22/2013	Northern Waterfront	\$ 250,000	All	\$ 250,000.00	\$ -
2016-01	6/14/2016	Heritage Point	\$ 1,432,830	I	\$ 57,599.72	\$ 1,375,230.28
2016-02	12/20/2016	Marsh Creek Trail	\$ 250,000	III	\$ -	\$ 250,000.00
2016-03	12/20/2016	Agriculture Policy Study	\$ 150,000	III	\$ 150,000.00	\$ -
2017-01	3/7/2017	Agra Tech Solar Light Greenhouse	\$ 50,000	IV and V	\$ 27,926.97	\$ 22,073.03
2017-02	3/14/2017	Rides for Veterans (Mobility Matters)	\$ 33,458	II	\$ 33,458.00	\$ -
2017-02	3/14/2017	Rides for Veterans (Mobility Matters)	\$ 50,187	IV	\$ 50,187.00	\$ -
2017-03	9/19/2017	Garden Park Apartments	\$ 125,000	IV	\$ 125,000.00	\$ -
2018-01	1/16/2018	SRV Street Smarts - 2018	\$ 20,000	II	\$ 20,000.00	\$ -
2018-02	2/27/2018	Contra Costa Housing Security Fund	\$ 10,000	II	\$ 10,000.00	\$ -
2018-03	3/27/2018	Newell Avenue Pathway	\$ 75,000	II	\$ 75,000.00	\$ -
2018-04	3/27/2018	Tri Valley Rising Report	\$ 10,000	II	\$ 10,000.00	\$ -
2018-05	6/12/2018	RYSE Acquisition - Phase 1	\$ 25,000	I	\$ 25,000.00	\$ -
2018-06	12/4/2018	SRV Street Smarts - 2019	\$ 20,000	II	\$ 20,000.00	\$ -
2018-07	12/18/2018	Choice in Aging	\$ 40,000	IV	\$ -	\$ 40,000.00
2019-01	1/15/2019	Friends of the El Sobrante Library	\$ 140,000	I	\$ 140,000.00	\$ -
2019-02	3/26/2019	RYSE Acquisition - Phase 2	\$ 42,500	I	\$ -	\$ -
<b>Total Allocated</b>			<b>\$ 2,723,975</b>		<b>Total Expenditures \$ 994,171.69</b>	



**Department of  
Conservation and  
Development**

30 Muir Road  
Martinez, CA 94553

Phone:1-855-323-2626

**Contra  
Costa  
County**



**John Kopchik**  
Director

**Aruna Bhat**  
Deputy Director

**Jason Crapo**  
Deputy Director

**Maureen Toms**  
Deputy Director

**Kelli Zenn**  
Business Operations Manager

January 31, 2019

Matt Kawashima  
Public Works

Dear Applicant:

The Contra Costa County Department of Conservation and Development, Community Development Division, has completed an initial study of the environmental significance of the project represented by your pending application bearing County File Number **CP19-05**. In conformance with Contra Costa County Guidelines for implementing the California Environmental Quality Act of 1970 (CEQA), it has been determined that your project will not have a significant effect on the environment. Your project falls within the following category:

**(X) AN ENVIRONMENTAL IMPACT REPORT (EIR) IS NOT REQUIRED.**

- ) Categorical Exemption 153121[Class 12]
- ) The CEQA requirements are accommodated by the EIR previously prepared for \_\_\_\_\_.
- ) A statement that an EIR is not required. A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA Section 15063(b)(2).
- ) General Rule of Applicability [Article 5, Section 15061(b)(3)]

**( ) AN ENVIRONMENTAL IMPACT REPORT (EIR) IS REQUIRED.**

- ) The complexity of your project requires your submission of additional special reports or information (as outlined on the attached sheet) (which will be outlined in a forthcoming letter).
- ) A consultant will be hired to prepare the environmental impact report. This procedure is explained on the attached sheet.
- ) Preparation of the EIR cannot be started until the fee and additional information requested is received by the Community Development Division.

If you have questions concerning this determination or desire additional information relative to environmental impact report regulations, please call 925-674-7783 and ask for **Telma Moreira**.

Sincerely yours,

John Kopchik, Director  
Department of Conservation and Development

By: Danielle Kelly

**CONTRA COSTA COUNTY  
DEPARTMENT OF CONSERVATION AND DEVELOPMENT**

**DATE: January 31, 2019**

**TO:** Matt Kawashima  
Public Works Department- Environmental Services Division  
**FROM:** Aruna Bhat, Deputy Director, Community Development Division  
By: Telma Moreira; CEQA Coordinator  
Via: Danielle Kelly

**SUBJECT: CEQA REVIEW, PROJECT CP#19-05** Attached are the following environmental documents relative to the above-referenced project, which have been reviewed by the Department of Conservation and Development, Community Development Division. Please review the documents to determine if there are any posting periods and/or hearings required before the Board of Supervisors can take action on the project. These documents should be kept in the project file for future reference.

- Initial Study of Environmental Significance
- Copy of the Notice of Exemption (w/receipt).** (The original is: \_\_\_\_ on file in the Community Development Division; on file with the County Clerk; \_\_\_\_ being returned for filing in the project file.)
- Copy of the Notice of Determination. (The original is: \_\_\_\_ on file in the Community Development Division; \_\_\_\_ on file with the County Clerk; \_\_\_\_ being returned for filing in the project file.)
- Notice of Negative Declaration - including mail out list
- Draft EIR
- Mandatory Referral (copy)
- Proof of Publication
- Letter of CEQA determination
- Comments:
- ONE UNSIGNED COPY OF THE NOTICE OF EXEMPTION/DETERMINATION ARE ATTACHED. WHEN YOU HAVE SCHEDULED THIS ITEM WITH THE BOARD, PLEASE RETURN ONE COPY TO ME WITH A NOTE STATING THE DATE THE BOARD OF SUPERVISORS IS TO HEAR THE ITEM.**

When the Board of Supervisors takes action on the project, it must "review" and "consider" the environmental impact report or negative declaration, together with any comments received during the public review process. They must then adopt the environmental document prior to approving the project. You must, therefore, provide copies for each member of the Board of the respective environmental impact report, notice of negative declaration or the notice of exemption, along with any comments received during the review period. They must review and consider these items prior to approving the project. If they do not physically have the documents, they cannot consider them.

In the case of projects, which are exempt from CEQA, the Board Order, should concur in the determination that the project is categorically exempt, and direct the filing of the Notice of Exemption.

**PLEASE NOTIFY US WITHIN TWO DAYS OF THE BOARD HEARING ON THIS PROJECT, WHAT ACTION THE BOARD TOOK SO THAT WE CAN INITIATE THE FILING OF THE NOTICE OF EXEMPTION OR NOTICE OF DETERMINATION WITH THE COUNTY CLERK. THE FILING OF THESE NOTICES STARTS THE STATUTE OF LIMITATIONS ON COURT CHALLENGES TO THE APPROVAL UNDER CEQA. HENCE, THE FILING OF THESE NOTICES IS IMPORTANT SINCE IT LIMITS THE COUNTY'S LIABILITY.**

If you have any questions concerning the above documents or the CEQA process, please contact **Telma Moreira** at 674-7783.



**CONTRA COSTA COUNTY**  
**Department of Conservation & Development**  
**Community Development Division**  
**30 Muir Road**  
**Martinez, CA 94553**  
**Telephone: 925-674-7205**

**TO:** Development Engineer/Architect

**DATE:** 1/31/19

**FROM:** Will Nelson, Advance Planning

**SUBJECT: MANDATORY REFERRAL FOR GENERAL PLAN CONFORMANCE**

Community Development staff has reviewed the attached project, **CP#19-05** to determine if mandatory referral for General Plan Conformance, as required by Government Code Section 65402, is necessary.

The project needs no further mandatory referral clearance from County staff subject to the following actions:

- Staff has determined that further 65402 review is not necessary.
- This project has been determined to be exempt from 65402 review in accordance with the Board of Supervisors Resolution 81/522 because the project involves a road alignment project of a minor nature.
- The project site is located within the City of Richmond. Our Department does not review projects for General Plan Conformance, which are located within a City (refer to Government Code Section 65402).
- Staff makes the following attached recommendation which should be incorporated into the staff report on this matter.

This project needs mandatory referral and County staff will process this project in the following manner:

- 65402 review is required. Staff will carry this matter before County Zoning Administrator.
- 65402 review must be withheld until completion of an Environmental Impact Report on this project.
- Other procedures.

**Contra  
Costa  
County**

**PUBLIC WORKS DEPARTMENT  
INITIAL STUDY OF  
ENVIRONMENTAL SIGNIFICANCE**

PROJECT NUMBER: 4500-6G0015  
CP# 19-05

PROJECT NAME: Sale of 4006 MacDonald Ave and MacDonald Ave (Vacant Lot) in Richmond

PREPARED BY: Matt Kawashima

DATE: January 28, 2019

APPROVED BY: *Teresa B. Moore* DATE: 1/31/2019

**RECOMMENDATIONS:**

- Categorical Exemption: 15312 [Class 12]  Negative Declaration  
 Environmental Impact Report Required  Conditional Negative Declaration

**The project will not have a significant effect on the environment. The recommendation is based on the following:** The project consists of the sale of surplus government property, which is not in an area of statewide, regional, or areawide concern, pursuant to section 15312 of the CEQA guidelines.

**What changes to the project would mitigate the identified impacts:** N/A

USGS Quad Sheet: <b>Richmond</b>	Base Map Sheet #: <b>L-5</b>	Parcel #: <b>517-320-025 and 517-320-005</b>
----------------------------------	------------------------------	--

**GENERAL CONSIDERATIONS:**

1. **Location:** The Project is located on the south side of MacDonald Avenue, 150 feet east of 39<sup>th</sup> Street in Richmond [Figures 1-4].

2. **Project Description:**

The Project consists of the sale of two vacant Contra Costa County ("County") owned properties at 4006 MacDonald Avenue (APN 517-320-025) ("Parcel 1") and on the south side of MacDonald Avenue, 150 east of 39<sup>th</sup> Street (APN 517-320-005) ("Parcel 2") in Richmond (collectively the "Property"). It has been determined that the Property is no longer necessary for County purposes; therefore, the County intends to transfer the Property pursuant to Government Code Section 26277.

Parcel 1 was grated to the County and recorded in the County Clerk Recorder's Office on July 31, 1997. In 2000, the County entered into a lease agreement with Contra Costa Senior Legal Services ("Senior Legal Services") allowing Senior Legal Services to operate and provide their legal services at 4006 MacDonald Avenue, which is approximately 2,500 square feet and improved with a 1,620 square foot building. In 2014, Senior Legal Services terminated its tenancy. Since that time, the Contra Costa County Employment & Human Services Aging Adult Services (EHSD) has occupied the building. EHSD intends to vacate the building in March 2019.

Parcel 2 is approximately 5,021 square feet and is a vacant parcel that has been used for parking purposes for staff at 4006 MacDonald Avenue. Parcel 2 was granted was granted to the County and recorded in the County Clerk Recorder's Office on September 24, 1976.

The Project involves real property transactions and will not result in any environmental impacts.

3. **Does it appear that any feature of the project will generate significant public concern?**

Yes  No  maybe (Nature of concern):

4. **Will the project require approval or permits by other than a County agency?**

Yes  No

5. **Is the project within the Sphere of Influence of any city?** Yes, City of Richmond

# CONTRA COSTA COUNTY CALIFORNIA

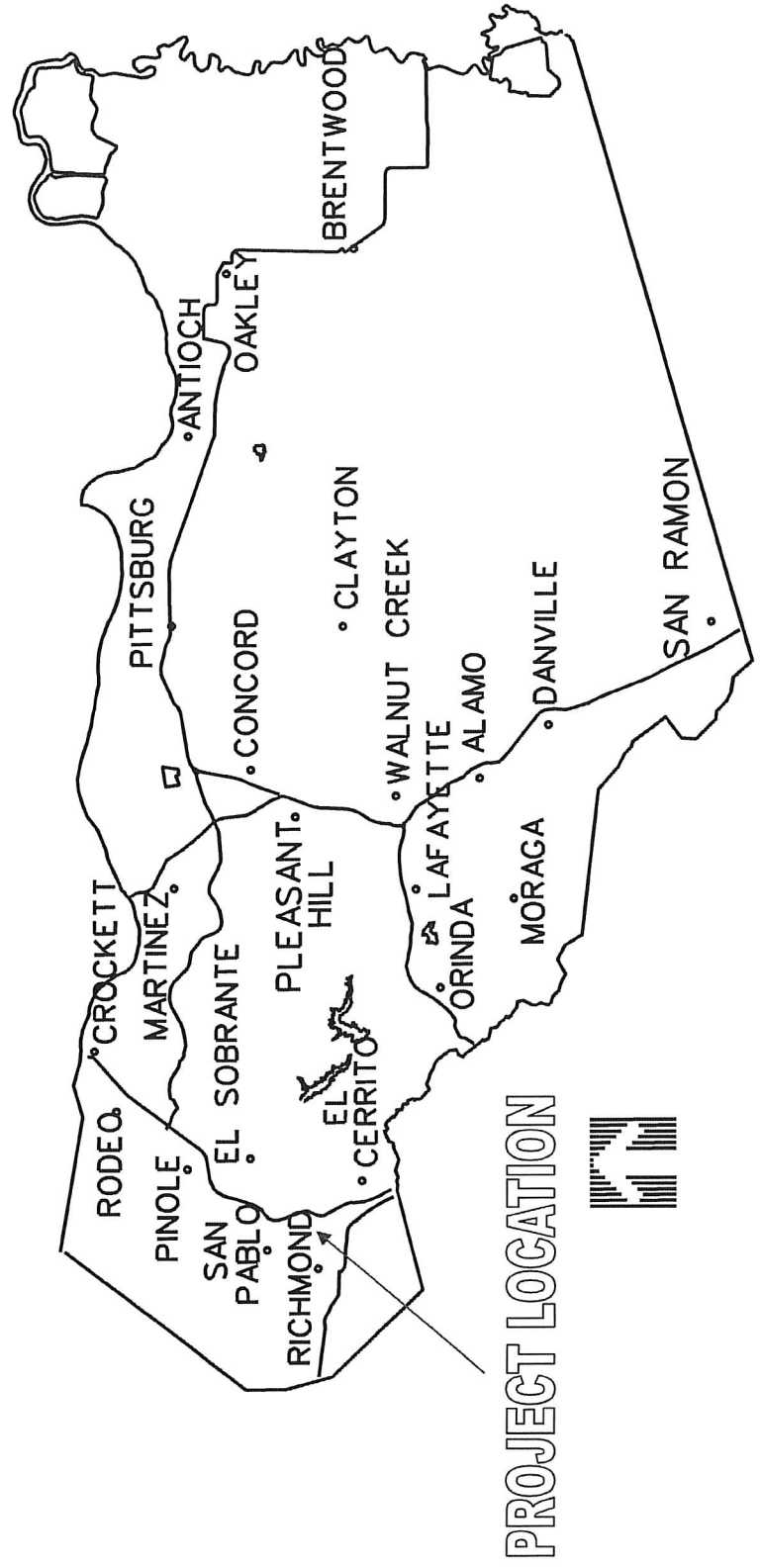


FIGURE 1

Regional Location Map

Categorical Exemption  
January 2019

Sale of 4006 MacDonalld Ave. and Macdonald Ave. (vacant lot) in Richmond  
Contra Costa County Public Works Department

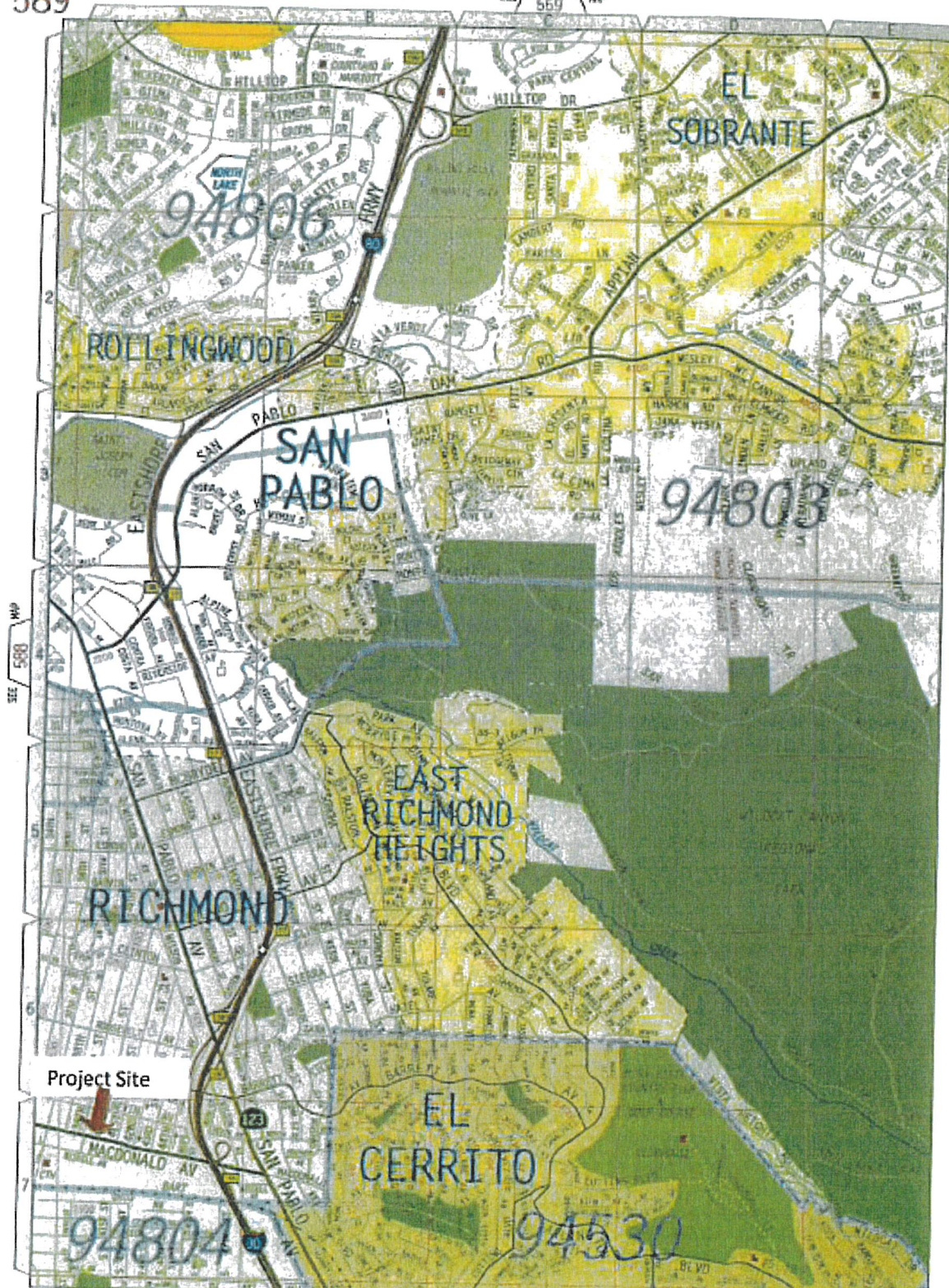


FIGURE 2

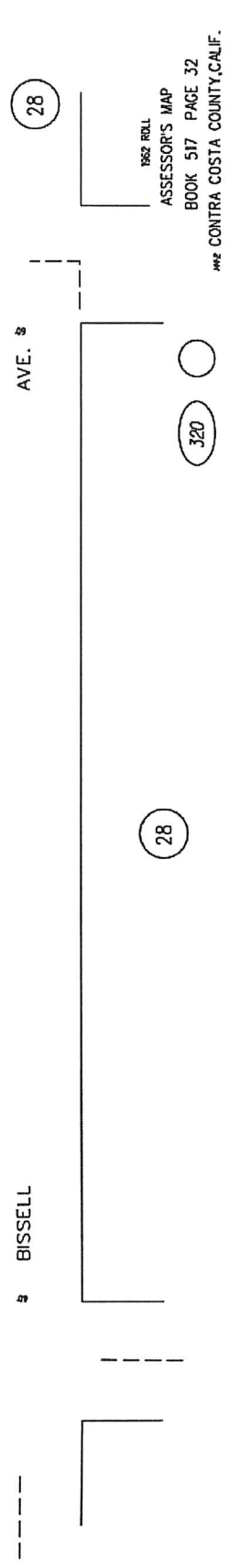
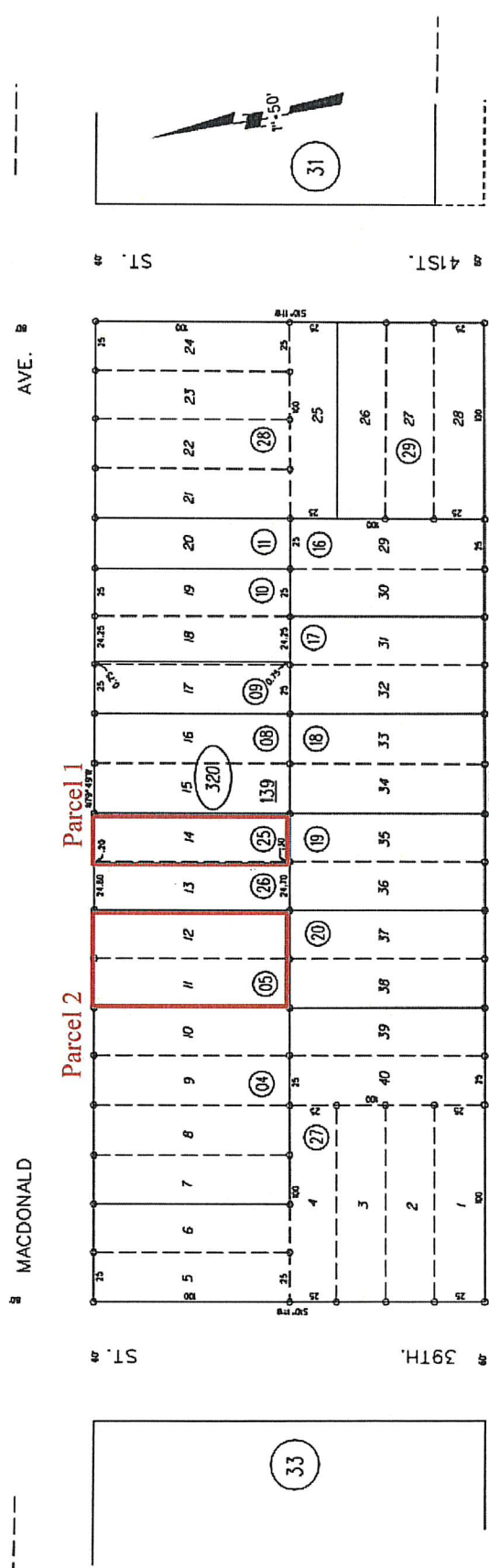
Location Map

Sale of 4006 MacDonald Ave. and Macdonald Ave. (vacant lot) in Richmond  
Contra Costa County Public Works Department

Categorical Exemption  
January 2019

TAX CODE AREA

WALL'S ADDITION M.B. 2-30



1962 ROLL  
ASSESSOR'S MAP  
BOOK 517 PAGE 32  
M&C CONTRA COSTA COUNTY, CALIF.

**FIGURE 3**  
APN Map

Sale of 4006 Macdonald Ave. and Macdonald Ave. (vacant lot) in Richmond  
Contra Costa County Public Works Department

Categorical Exemption  
January 2019



**FIGURE 4**

Aerial View of the Project Site

Categorical Exemption  
January 2019

Sale of 4006 MacDonald Ave. and Macdonald Ave. (vacant lot) in Richmond  
Contra Costa County Public Works Department



**CALIFORNIA ENVIRONMENTAL QUALITY ACT  
Notice of Exemption**

To:  Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: Contra Costa County  
Dept. of Conservation & Development  
30 Muir Road  
Martinez, CA 94553

County Clerk  
County of: Contra Costa

Project Title: **Sale of 4006 MacDonald Ave and MacDonald Ave (Vacant Lot) in Richmond**  
Proj. No. 4500-6G0015 CP#19-05

Project Applicant: **Contra Costa County Public Works Department**

Project Location – **Specific: MacDonald Avenue**

Project Location: Richmond, CA

Project Location – County: **West Contra Costa**

**Description of Nature, Purpose and Beneficiaries of Project:**

The Project consists of the sale of two vacant Contra Costa County ("County") owned properties at 4006 MacDonald Avenue (APN 517-320-025) ("Parcel 1") and on the south side of MacDonald Avenue, 150 east of 39th Street (APN 517-320-005) ("Parcel 2") in Richmond (collectively the "Property"). It has been determined that the Property is no longer necessary for County purposes; therefore, the County intends to transfer the Property pursuant to Government Code Section 26277.

Parcel 1 was grated to the County and recorded in the County Clerk Recorder's Office on July 31, 1997. In 2000, the County entered into a lease agreement with Contra Costa Senior Legal Services ("Senior Legal Services") allowing Senior Legal Services to operate and provider their legal services at 4006 MacDonald Avenue, which is approximately 2,500 square feet and improved with a 1,620 square foot building. In 2014, Senior Legal Services terminated it tenancy. Since that time, the Contra Costa County Employment & Human Services Aging Adult Services (EHSD) has occupied the building. EHSD intends to vacate the building in March 2019.

Parcel 2 is approximately 5,021 square feet and is a vacant parcel that has been used for parking purposes for staff at 4006 MacDonald Avenue. Parcel 2 was granted was granted to the County and recorded in the County Clerk Recorder's Office on September 24, 1976.

The Project involves real property transactions and will not result in any environmental impacts.

Name of Public Agency Approving Project: **Contra Costa County**

Name of Person or Agency Carrying Out Project: **Contra Costa County Public Works Department**

**Exempt Status:**

- Ministerial Project (Sec. 21080(b) (1); 15268;  
 Declared Emergency (Sec. 21080(b)(3); 15269(a);  
 Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption: Class 15312(12)  
 Other Statutory Exemption, Code No.: \_\_\_\_\_  
 General Rule of Applicability [Article 5, Section 15061 (b)(3)]

**Reasons why project is exempt:** The project consists of the sale of surplus government property, which is not in an area of statewide, regional, or areawide concern pursuant to Section 15312 of the CEQA guidelines.

Lead Agency Contact Person: **Matt Kawashima - Public Works Dept.** Area Code/Telephone/Extension: **(925) 313-2161**

If filed by applicant:

- Attach certified document of exemption finding.
- Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency  Signed by Applicant

<b>AFFIDAVIT OF FILING AND POSTING</b>	
I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.	
_____ Signature	_____ Title

**Applicant:**

Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Attn: **Matt Kawashima**  
Environmental Services Division  
Phone: (925) 313-2161

**Department of Fish and Game Fees Due**

- EIR - \$3,271.<sup>00</sup>  
 Neg. Dec. - \$2,354.<sup>75</sup>  
 DeMinimis Findings - \$0  
 County Clerk - \$50  
 Conservation & Development - \$25

Total Due: \$ \_\_\_\_\_

Total Paid \$ \_\_\_\_\_

Receipt #: \_\_\_\_\_



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: March 26, 2019

Subject: Amendment to Contracts with Goldfarb & Lipman LLP

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE County Counsel or her designee to execute, on behalf of Contra Costa County and the County in its capacity as the Successor Agency to the Contra Costa County Redevelopment Agency, amendments to existing agreements for specialized professional legal services with Goldfarb & Lipman to update the firm's billing rates.

**FISCAL IMPACT:**

There is minimal fiscal impact. The cost of the firm's services is typically paid from the Federal funds used to fund a particular project.

**BACKGROUND:**

The contracts being amended are for legal services related to the County's affordable housing programs. Each contract includes a section that identifies the firm's hourly billing rates based on job classifications. Since the contracts were executed, and subsequently amended, the firm's rates have increased. As a result, some invoices have not been paid.

**CONSEQUENCE OF NEGATIVE ACTION:**

Payment for work performed, and expenses incurred, by the firm may be delayed or the County may be unable to use the services of this law firm.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/26/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 26, 2019

Contact: Kate Andrus, Deputy County Counsel, 925-335-1824

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Maureen Toms, Conservation and Development, Kate Andrus, Deputy County Counsel