

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**  
**April 9, 2019**

**9:00 A.M. Convene and announce adjournment to closed session in Room 101.  
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. *Karen Soliz v. Contra Costa County*, WCAB No. ADJ10235019
2. *Michelle Wojack v. Contra Costa County*, WCAB No. ADJ10944767
3. *In Re: National Prescription Opiate Litigation*, United States District Court, Northern District of Ohio, Eastern Division, Case No. 1:17-md-02804-DAP (MDL 2804)
4. *Baldwin County, AL; et al. v. Richard S. Sackler, et al.*, United States District Court, Southern District of New York, Case No. 1:19-cv-2421

**9:30 A.M. Call to order and opening ceremonies.**

Inspirational Thought- *"We do not inherit the earth from our ancestors, we borrow it from our children."* ~ Native American Proverb

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.112 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 recognizing the Delta Veterans Group for their outstanding work in the veteran communities. (Supervisor Burgis)
- PR.2** PRESENTATION proclaiming April 7-13, 2019 National Crime Victims' Rights Week. (Diana Bection, District Attorney)

**DISCUSSION ITEMS**

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

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

- D.3** DISCUSS local and regional traffic impact fees relative to Accessory Dwelling Units (ADUs) and DIRECT staff to conduct an expedited, comprehensive process to develop and implement modifications to the traffic impact fee programs to encourage the development of ADUs. (John Cunningham, Conservation and Development Department)
- D.4** INTRODUCE Ordinance No. 2019-11, linking the base salary for members of the Board of Supervisors to the salaries of superior court judges and increasing Board members' salaries to 60% of judges' salaries for the period between July 1, 2019 and December 31, 2019; to 63% of judges' salaries for the period between January 1, 2020 and December 31, 2020, and to 65% of judges' salaries thereafter; plus the same periodic increases as are granted by the legislature to the judges, as recommended by the Ad Hoc Citizen's Committee, WAIVE reading and FIX April 16, 2019, for adoption. (100% General Fund)

**D. 5** CONSIDER reports of Board members.

**Closed Session**

ADJOURN in memory of  
***Bob Schroder***  
former Walnut Creek Mayor and Contra Costa County Supervisor

## **CONSENT ITEMS**

### **Road and Transportation**

- C. 1** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Relinquishment Form No. 56144, on behalf of the County, agreeing to accept a portion of Circle Drive into the County road system following relinquishment by the State of California Department of Transportation, Walnut Creek area. (No fiscal impact)
- C. 2** APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute documents quitclaiming rights in a temporary drainage easement and a portion of a permanent slope easement to West Coast Homebuilders, Inc., as recommended by the Public Works Director, Pittsburg area. (100% Contra Costa Transportation Authority)
- C. 3** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract in the amount of \$3,044,869 with Bay Cities Paving & Grading, Inc., for the Byron Highway Traffic Safety Improvements Project, Byron area. (19% Federal Highway Safety Improvement Program, 81% Local Road Fund)
- C. 4** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract in the amount of \$874,191 with Dirt Dynasty, Inc., for the Marsh Creek Road Traffic Safety Improvements Project, Brentwood and Clayton areas. (83% Federal Highway Safety Improvement Program, 17% East County Regional Area of Benefit)

### **Engineering Services**

- C. 5** ADOPT amended Resolution No. 2019/98 for road acceptance RA12-01250 in Dougherty Valley, for a project being developed by Shapell Homes, a division of Shapell Industries, Inc., as recommended by the Public Works Director, San Ramon area. (No fiscal impact)

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

- C. 6** ADOPT Resolution No. 2019/105 establishing a rate of \$30 per Equivalent Runoff Unit for Stormwater Utility Area 17 (Unincorporated County) for Fiscal Year 2019–2020 and requesting that the Contra Costa County Flood Control and Water Conservation District adopt annual parcel assessments for drainage maintenance and the National Pollutant Discharge Elimination System Program, as recommended by the Public Works Director, Countywide. (100% Stormwater

Utility Area 17 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 Kevin Wheeler and Cynthia Wheeler in the monthly amount of \$370 for a T-hangar at Buchanan Field Airport. (100% Airport Enterprise Fund)
- C. 8 APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement effective April 10, 2019 with Randy Potter in the monthly amount of \$350 for a T-hangar at Buchanan Field Airport . (100% Airport Enterprise Fund)

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

- C. 9 RECEIVE report concerning the final settlement of Carlos Francies vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in a an amount not to exceed \$100,000, as recommended by the Director of Risk Management.
- C. 10 DENY claims filed by Tomas DeLeon and Ina Elaine Williams. DENY amended claim filed by Ina Elaine Williams. DENY late claims filed by Evelyn Esquivel and Willow Pass Business Park Maintenance.
- C. 11 APPROVE and AUTHORIZE the County Counsel, or designee, to execute, on behalf of the County and the Contra Costa County Water Agency, a joint defense and fee allocation agreement with other public agencies, and legal service contracts with The Freeman Firm and the Law Office of Roger B. Moore, all effective January 1, 2019, in connection with *California Department of Water Resources v. All Persons Interested in the Matter, etc.*, Sacramento County Superior Court Case No. 34-2018-00246183.
- C. 12 RECEIVE public report of litigation settlement agreements that became final during the period March 1, 2019 through March 31, 2019.

### **Honors & Proclamations**

- C. 13 ADOPT Resolution No. 2019/49 recognizing the Delta Veterans Group for their outstanding work in the veteran communities, as recommended by Supervisor Burgis.
- C. 14 ADOPT Resolution No. 2019/100 proclaiming April 7-13, 2019 as National Crime Victims' Rights Week, as recommended by the District Attorney.



- C. 15 ADOPT Resolution No. 2019/99 recognizing the 100th Anniversary of the North Richmond Missionary Baptist Church, as recommended by Supervisor Gioia.
- C. 16 ADOPT Resolution No. 2019/108 recognizing April 2019 as Child Abuse Prevention month, as recommended by the Employment and Human Services Director.
- C. 17 ADOPT Resolution No. 2019/116 recognizing Phyllis Redmond for her contributions to Victims' Rights and on the occasion of her retirement, as recommended by Supervisor Andersen.

### **Appointments & Resignations**

- C. 18 ACCEPT the resignation of Kathryn Ames, DECLARE a vacancy in Member At Large #10 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. 19 APPOINT Karen Garcia to the North Richmond Municipal Advisory Council Representative Alternate seat on the North Richmond Waste and Recovery Mitigation Fee Committee, as recommended by Supervisor Gioia.
- C. 20 ACCEPT the resignation of Eric Peterson, Aurora Ruth, and Carolyn Johnson, DECLARE vacancies in the Community 1 - West County, Discretionary Appointee 4 - West County, and Public Agency 1 - West County seats on the Local Planning and Advisory Council for Early Care and Education (LPC), and DIRECT the Clerk of the Board to post the vacancies, as recommended by the Contra Costa County Office of Education.
- C. 21 REAPPOINT Nick Despota to the District I seat on the Sustainability Commission, as recommended by Supervisor Gioia.
- C. 22 REAPPOINT Shoshana Wechsler to the District I Alternate seat on the Sustainability Commission, as recommended by Supervisor Gioia.
- C. 23 APPOINT Joe Sarapochillo to Alternate 2 seat of the El Sobrante Municipal Advisory Council, as recommended by Supervisor Gioia.
- C. 24 ACCEPT the resignation of Ed Benson, DECLARE a vacancy in Member At Large #3 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. 25** APPOINT the County Counsel, or designee, to serve on a panel to identify and recommend prospective commissioners, referees, or hearing officers to the Superior Court for the purpose of resolving certain matters involving inmates who appear unable to consent to or refuse psychiatric medication, as recommended by the County Administrator. (No fiscal impact)
- C. 26** APPOINT Timothy Ryan, Ronald Banducci and William Marz to County Service Area, P-2A Citizen Advisory Committee, as recommended by Supervisor Burgis.

### **Personnel Actions**

- C. 27** ADOPT Position Adjustment Resolution No. 22424 to establish the class of Deputy Public Defender III-Project (represented) allocate to the salary schedule, and add one Deputy Public Defender III-Project (represented) position in the Office of the Public Defender. (100% Public Safety Realignment)
- C. 28** ADOPT Position Adjustment Resolution No.22434 to increase the hours of one Clerk-Senior Level (represented) position to full time in the Public Works Department. (100% Special Revenue funds)
- C. 29** ADOPT Position Adjustment Resolution No. 22438 to add one Health Services Emergency Preparedness Manager position (represented) and cancel one vacant Emergency Service Manager position (represented). (Cost savings)
- C. 30** ADOPT Position Adjustment Resolution No. 22437 to add one Labor Relations Assistant (unrepresented) position effective April 9, 2019, and cancel one Labor Relations Assistant (unrepresented) position effective May 2, 2019, in the County Administrator's Office. (100% General Fund)
- C. 31** ADOPT Position Adjustment Resolution No. 22439 to add one Driver-Clerk (represented) position in the Library Department, effective September 20, 2018 through September 24, 2018, and cancel the position effective September 25, 2018. (100% Library Fund)

### **Leases**

- C. 32** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with the Contra Costa County Farm Bureau to extend the County's lease of approximately 896 square feet of office space at 3020 Second Street, Knightsen, for an additional three years at the initial annual rate of \$16,884 for the first year with annual increases thereafter. (100% General Fund)

- C. 33** APPROVE clarification of Board action on March 12, 2019 (C.45), which authorized the Sheriff-Coroner, or designee, to execute a sublease with Concord Jet Service Incorporated in an amount not to exceed \$650,000 to provide an aircraft hangar, office space and helicopter fuel for the period of May 1, 2019 through April 30, 2024, to reflect that there will be a three percent increase in rent each year of the contract. (100% General Fund)

### **Grants & Contracts**

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

- C. 34** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract amendment effective April 9, 2019 with the California Department of Food and Agriculture, to increase the payment limit to the County by \$174,697 to a new payment limit of \$978,837 to provide pest detection and trapping services, with no change to the term November 1, 2018 through April 30, 2019. (100% State)
- C. 35** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the State of California, 23rd District Agricultural Association to pay the County an amount not to exceed \$35,000 to provide law enforcement services at the Contra Costa County Fair for the period May 15 through May 19, 2019. (100% State)
- C. 36** APPROVE and AUTHORIZE the County Administrator, or designee, to apply for and accept funding from the California Arts Council, a state agency, in an amount not to exceed \$37,000 for the County to provide advocacy for the advancement of arts for the period July 1, 2019 through June 30, 2020. (50% County match, 50% In-kind)
- C. 37** ADOPT Resolution No. 2019/107 approving and authorizing the Sheriff-Coroner, or designee, to apply for and accept reimbursement funding for critical skills training from the California State Parks Division of Boating and Waterways with an initial amount of \$39,400 for the period beginning July 1, 2019 through the end of reimbursement funding availability. (100% State)
- C. 38** APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute documents to quitclaim development rights on a portion of Parcel O of Subdivision 4963 to Hidden Oaks at Blackhawk Association, Inc., in return for payment of \$10,191, as recommended by the Public Works Director and Conservation and Development Director, Blackhawk area. (100% Developer Fees)

- C. 39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract containing mutual indemnification with The Regents of the University of California, on behalf of its San Francisco Campus, to pay the County an amount not to exceed \$75,000 for the County's Area Health Education Center Scholars Program, which provides online training, experiential activities and mentorship to health professional students in Contra Costa County, for the period January 1 through August 31, 2019. (No County match)
- C. 40** ADOPT Resolution No. 2019/110 authorizing the Sheriff-Coroner, or designee, to apply for and accept the U.S. Department of Justice, Office of Justice Programs, DNA Program Backlog Reduction Grant in an initial amount of \$250,000 to reduce the number of backlogged DNA tests in the Sheriff's Criminalistics Laboratory for the period January 1, 2020 through the end of the grant period. (100% Federal)
- C. 41** ADOPT Resolution No. 2019/113 approving and authorizing the Sheriff-Coroner, or designee, to apply for and accept a grant from the California Department of Alcoholic Beverage Control, in an initial amount of \$70,000 to fund proactive enforcement targeting the unauthorized sale of alcoholic beverage by businesses within the County for the period July 1, 2019 through the end of the grant funding. (No County match)
- C. 42** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept supplemental funding in an amount not to exceed \$3,693,022 from the Department of Health and Human Services Administration for Children and Families for Early Head Start programs for the period September 1, 2019 through August 31, 2020. (80% Federal, 20% In-kind County 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. 43** APPROVE and AUTHORIZE the Public Works Director to execute a contract amendment with AssetWorks, LLC, to extend the term from March 31, 2019 through March 31, 2021 and increase the payment limit by \$300,000 to a new payment limit of \$935,000 for vehicle telematics reporting hardware, software and services, Countywide. (100% Fleet Internal Services Fund)
- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jane Himmelvo, M.D., in an amount not to exceed \$453,888 to provide family practice physician services at County's Adult and Juvenile Detention facilities for the period April 1, 2019 through March 31, 2021. (100% Hospital Enterprise Fund I)

- C. 45** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with CSAC Finance Corporation in an amount not to exceed \$1,196,157, to administer data processing services for the County's welfare client data system, for the period July 1, 2019 through June 30, 2022. (52% State, 43% Federal, 5% County)
- C. 46** APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a Contract Assignment, Assumption and Amendment with Sierra Consulting, Inc., for the contract originally executed with Mohammed A. Gaffar (dba Sierra Consulting) in an amount not to exceed \$70,000 to provide consulting and programming support for CalWIN Consortium Client Correspondence for original period September 1, 2015, through August 31, 2016, and with an extension through August 31, 2019. (100% Department User Fees)
- C. 47** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an Assignment and Assumption of Contract and Consent with Marken Mechanical Services and MSR Mechanical, LLC, for heating and ventilation maintenance services with no change to the original term or payment limit, Countywide. (No fiscal impact)
- C. 48** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment effective March 1, 2019 with All County Flooring, to increase the payment limit by \$2,000,000 to a new payment limit of \$2,800,000 with no change to the original term, to provide on-call flooring maintenance services, Countywide. (100% General Fund)
- C. 49** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ronel L. Lewis, M.D, in an amount not to exceed \$469,848 to provide outpatient psychiatric services for adolescents at Juvenile Hall for the period July 1, 2019 through June 30, 2020. (64% Mental Health Realignment, 18% Federal Medi-Cal, 18% State Early and Periodic Screening, Diagnostic and Treatment)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Margaret L. Miller, M.D., in an amount not to exceed \$209,664 to provide outpatient psychiatric services for adults in Central Contra Costa County for the period May 1, 2019 through April 30, 2020. (100% Mental Health Realignment)
- C. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Robert Stuart Streett, M.D., in an amount not to exceed \$209,664 to provide outpatient psychiatric care services to adults in Central Contra Costa County for the period June 1, 2019 through May 31, 2020. (100% Mental Health Realignment)

- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Antoine Samman, M.D., in an amount not to exceed \$480,000 to provide neurology services at Contra Costa Regional Medical Center and Health Centers for the period May 1, 2019 through April 30, 2021. (100% Hospital Enterprise Fund I)
- C. 53** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Vine Electric Inc., in an amount not to exceed \$500,000 for general electrical, main switchgear and infrared testing, and maintenance, for the period April 1, 2019 to January 31, 2022, Countywide. (100% General Fund)
- C. 54** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Center for Social Dynamics in an amount not to exceed \$900,000 to provide applied behavioral analysis services to Contra Costa Health Plan members for the period April 1, 2019 through March 31, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Advanced Respiratory, Inc., in an amount not to exceed \$150,000 to provide durable medical equipment including respiratory medical devices for Contra Costa Health Plan members for the period May 1, 2019 through April 30, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective April 1, 2019 with the U.S. Department of Veterans Affairs, Northern California Health Care System, to extend the term through March 31, 2020 and increase the payment limit by \$515,737 to a new payment limit of \$989,737 to provide nuclear medicine services at Contra Costa Regional Medical Center. (100% Hospital Enterprise Fund I)
- C. 57** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Probation Department, a purchase order with Producers Dairy Foods, Inc., in an amount not to exceed \$260,000 to provide milk and other dairy products for the residents of the John A. Davis Juvenile Hall and the Orin Allen Youth Rehabilitation Facility for the period April 1, 2019 through March 31, 2021. (100% General Fund)
- C. 58** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with McKesson Corporation, to extend the term from June 30, 2019 through June 30, 2020 for the continued supply of prescription medications dispensed for Contra Costa Health Plan members, with no change in the original payment limit of \$5,500,000. (100% Hospital Enterprise Fund I)

- C. 59** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with ABF Data Systems, Inc. (dba Direct Systems Support), in an amount not to exceed \$183,620 for support and maintenance services for IBM and Lenovo servers for the Health Services Department for the period March 21, 2019 through March 20, 2020. (100% Hospital Enterprise Fund I)
- C. 60** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Chief Information Officer: (1) a Purchase Order with Insight Direct USA, Inc., in an amount not to exceed \$1,840,705; and (2) a Program Signature Form for a Microsoft volume licensing enterprise enrollment renewal for the period May 1, 2019 through April 30, 2022. (100% Department user fees)
- C. 61** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Stryker Sales Corporation, to increase the payment limit by \$40,000 to a new payment limit of \$139,000 for medical supplies, such as reusable and disposable tourniquet cuffs, and pumps for the Contra Costa Regional Medical Center and Health Centers, with no change in the original term January 1, 2018 through December 31, 2019. (100% Hospital Enterprise Fund I)
- C. 62** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Grainger International, Inc., in an amount not to exceed \$159,000 for miscellaneous industrial supplies to maintain facilities as required by the Contra Costa Regional Medical Center and Health Centers for the period July 1, 2019 through June 30, 2021. (100% Hospital Enterprise Fund I)
- C. 63** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of Health Services Department, a purchase order with Becton Dickinson and Company in an amount not to exceed \$500,000 for test reagents and related laboratory supplies for the Public Health Laboratory for the period March 1, 2019 through February 28, 2021. (100% Hospital Enterprise Fund I)
- C. 64** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a cancellation of an existing contract with Samir B. Shah, M.D., Inc., in the amount of \$2,029,000, effective April 30, 2019; and to enter into a new contract with Samir B. Shah, M.D., Inc., in an amount not to exceed \$1,700,000, to provide ophthalmology surgical services, and to perform the duties of Chief Medical Officer and Chief Executive Officer of Contra Costa Regional Medical Center and Health Centers, for the period May 1, 2019 through April 30, 2021. (100% Hospital Enterprise Fund I)

- C. 65** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with STAND! For Families Free of Violence, a non-profit corporation, in an amount not to exceed \$182,281 to provide Child Welfare Redesign Differential Response Path 2 Case Management services for the period July 1, 2019 through June 30, 2020. (100% State)
- C. 66** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Familytree Medical Transport, LLC, in an amount not to exceed \$750,000 to provide non-emergency medical transportation services for Contra Costa Health Plan members for the period June 1, 2019 through July 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective April 1, 2019 with Clarity Software Solutions, Inc., to reduce mailing costs for printing, publication and distribution of Contra Costa Health Plan materials, with no change in the payment limit of \$7,718,000 or term through June 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 68** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with First Baptist Church of Pittsburg, to increase the payment limit by \$156,590 to a new payment limit of \$1,553,670 for State preschool, pre-kindergarten literacy, general childcare and development programs, Head Start and Early Head Start services, with no change to term July 1, 2018 through June 30, 2019. (86% State, 14% Federal)
- C. 69** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with First Baptist Church of Pittsburg, California, to increase the payment limit by \$136,081 to a new payment limit of \$1,713,190 to provide childcare services at Fairgrounds and Lone Tree Children's Centers, with no change to the term July 1, 2018 through June 30, 2019. (18% Federal, 82% State)
- C. 70** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with We Care Services for Children, to increase the payment limit by \$12,614 to a new payment limit of \$237,686 for State preschool services, with no change to the term July 1, 2018 through June 30, 2019. (100% State)
- C. 71** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Richmond Elementary School, Inc., to increase the payment limit by \$14,016 to a new payment limit of \$264,096, for State preschool services, with no change to term July 1, 2018 through June 30, 2019. (100% State)



- C. 72** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective November 1, 2018 with John Muir Behavioral Health, to increase the payment limit by \$1,470,781 to a new payment limit of \$3,020,781 to provide additional inpatient psychiatric hospital services for children, adolescents and adults, with no change in the term of July 1, 2018 through June 30, 2019. (100% Mental Health Realignment)
- C. 73** APPROVE and AUTHORIZE the Purchasing Agent to purchase, on behalf of the Health Services Director, 100 \$5 gift cards as incentives for the Health Care for the Homeless Program participants, and to purchase food for Program governance meetings totaling \$4,500, for the period February 1, 2019 through January 31, 2020. (100% Federal)
- C. 74** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ming Fang, M.D., Inc., in an amount not to exceed \$750,000 to provide gastroenterology services to Contra Costa Health Plan members for the period May 1, 2019 through April 30, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 75** APPROVE and AUTHORIZE the Purchasing Agent to purchase, on behalf of the Health Services Director, 725 gift cards for a total amount not to exceed \$5,500 to use as incentives for consumer participation in Calli House Emergency Youth Shelter services. (100% Community Services Block Grant)
- C. 76** APPROVE clarification of Board action of July 24, 2018 (Item C.108), which authorized the Purchasing Agent to execute a purchase order with AGFA Healthcare Corporation, in the amount of \$187,764 for the purchase of a wireless, portable digital radiology system for Contra Costa Regional Medical and Health Centers, to correct the vendor name from AGFA Healthcare Corporation to AGFA U.S. Corp. (100% Hospital Enterprise Fund I)
- C. 77** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with East Bay Nephrology Medical Group, Inc., in an amount not to exceed \$1,000,000 to provide nephrology and internal medicine services for Contra Costa Health Plan members for the period May 1, 2019 through April 30, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 78** AUTHORIZE the Purchasing Agent to purchase, on behalf of the Health Services Director, 500 \$15 Safeway gift cards to use as incentives for consumer participation in the Mental Health Services Act Community Program planning process as allowed under Proposition 63. (100% MHSA Prop 63)
- C. 79** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with STAND! For Families Free of Violence, a California non-profit public benefit corporation, in an amount not to exceed \$317,125 to provide domestic violence support services to California Work Opportunity and Responsibility to Kids (CalWORKs) participants for the period

July 1, 2019 through June 30, 2020. (100% Federal)

- C. 80** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment effective April 1, 2019 with Meals on Wheels Diablo Region, a non-profit corporation, to increase the payment limit by \$85,159 to a new payment limit of \$155,391 for increased services relating to the Area Agency on Aging, Title IIIB Program, with no change to the period July 1, 2018 through June 30, 2019. (100% Federal)
- C. 81** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment to recognize the name change of the corporation from Universal Hospital Services, Inc., to Agility Health, Inc., for maintenance and repair of biomedical equipment and systems at Contra Costa Regional Medical Center and Health Centers, with no change in the contract payment limit of \$321,588 or the term June 1, 2018 through May 31, 2019. (100% Hospital Enterprise Fund I)
- C. 82** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, nine purchase order amendments with Med One Capital Funding, LLC, to extend the termination dates with no changes in the original payment limits for the lease of Omnicell Pharmacy Automated Dispensing Systems at Contra Costa Regional Medical Center, Health Centers and the Martinez Detention Facility. (100% Hospital Enterprise Fund I)
- C. 83** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Food Bank of Contra Costa and Solano in an amount not to exceed \$141,060 to provide coordination of food and nutrition services to County residents diagnosed with HIV for the period March 1, 2019 through February 29, 2020. (100% Ryan White HIV Treatment Modernization Act)
- C. 84** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Delta Personnel Services, Inc. (dba Guardian Security Agency), in an amount not to exceed \$385,000 to provide security guard services at Contra Costa Regional Medical Center and Health Centers for the period January 1 through December 31, 2019. (52% Hospital Enterprise Fund I; 48% Whole Person Care Grant)
- C. 85** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Lehr in an amount not to exceed \$283,000 for the purchase of Automated License Plate Reader cameras in the Discovery Bay area. (100% CSA P-6)
- C. 86** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Surtec Inc., in the amount of \$422,500 to supply the County's detention facilities with custodial supplies/specialty products and janitorial equipment repair for the period March 1, 2019 through February 29, 2020. (100% General Fund)

## Other Actions

- C. 87** RECEIVE the housing successor Annual Report for Fiscal Year 2017-18 and DIRECT staff to file the report with the Department of Housing and Community Development and post the report on the County website, as recommended by the Conservation and Development Director. (No fiscal impact)
- C. 88** ADOPT Resolution No. 2019/96, approving and authorizing the Director of Conservation and Development, or designee, to execute an Amended and Restated Disposition and Development Agreement and related documents between the County and Heritage Point Commercial LLC for the sale of a vacant parcel located at 308 Chesley Avenue in North Richmond for development of approximately 900 square feet of commercial/retail space in support of the affordable housing development known as Heritage Point. (100% Housing Successor funds)
- C. 89** APPROVE the 2019-20 Head Start Recruitment and Enrollment Plan and the Community Services Bureau Admissions Priority Criteria for the early care and education programs, as recommended by the Employment and Human Services Director.
- C. 90** APPROVE and AUTHORIZE the Conservation and Development Director or designee to execute, on behalf of the County, a tolling agreement with CCATT, LLC, to extend the time to act on a conditional land use permit application for a facility located at 4068 San Pablo Dam Road, in the El Sobrante area of the County. (100% applicant fees)
- C. 91** AUTHORIZE relief of cash shortage in the Health Services - Conservatorship/Guardianship Program in the amount of \$656.73, as recommended by the County Administrator. (100% General Fund)
- C. 92** AUTHORIZE relief of cash shortage in the Health Services - Public Health Division in the amount of \$348.67, as recommended by the County Administrator. (100% General Fund)
- C. 93** APPROVE and AUTHORIZE the Treasurer/Tax Collector, or designee, to execute a contract including modified indemnification with the State of California Employment Development Department in an amount not to exceed \$4,412, to obtain wage and employment information for use in the pursuit and collection of delinquent unsecured property taxes through the wage garnishment process for the period of April 1, 2019 through March 31, 2022. (100% General Fund)

- C. 94** DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use as recommended by the Public Works Director, Countywide. (No fiscal impact.)
- C. 95** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the California Department of Food and Agriculture to accept coupons with a total cash value of \$25,000 for the Senior Farmer's Market Nutrition Program for the period April 1 through November 30, 2019. (No fiscal impact)
- C. 96** APPROVE and AUTHORIZE the destruction of certain records maintained by the County Administrator, as recommended by the County Administrator. (No fiscal impact)
- C. 97** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract containing mutual indemnification with NEC Networks, LLC (dba Capture RX), to provide reporting and identification services of pharmacy claims eligible for covered drugs under the 340B Drug Discount Program for the period July 1, 2019 through June 30, 2021. (Non-financial agreement)
- C. 98** ACCEPT the 2018 Annual Report from the Economic Opportunity Council Advisory Board for the period January 1 through December 31, 2018, as recommended by the Employment and Human Services Director. (No fiscal impact)
- C. 99** APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director and Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.
- C.100** REFER to the Internal Operations Committee a review of the purchasing agent's authority to engage independent contractors, in light of a recent legislative amendment that will permit the County to expand that authority, as recommended by the County Administrator. (No fiscal impact)
- C.101** APPROVE the medical staff appointments and reappointments, additional privileges, medical staff advancement, and voluntary resignations as recommend by the Medical Staff Executive Committee and the Health Services Director.
- C.102** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment to recognize the name change of the corporation from UHS Surgical Services, Inc., to Agility Health, Inc., for maintenance and repair of biomedical equipment and systems at Contra Costa Regional Medical Center and Health Centers with no change in the contract payment limit of \$200,000 or the term September 1, 2018 through August 31, 2020. (100%

Hospital Enterprise Fund I)

- C.103** RECEIVE and APPROVE the 2018 Annual Report by the Contra Costa County Emergency Medical Care Committee, as recommended by the Health Services Director.
- C.104** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with San Jose State University to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers to dietitian, occupational therapy and speech pathology students for the period July 1, 2019 through June 30, 2021. (No fiscal impact)
- C.105** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California State University, Sacramento to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers to physical therapist students for the period June 1, 2019 through May 30, 2021. (No fiscal impact)
- C.106** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with University of Southern California to provide supervised field instruction in the County's Public Health Division to physical and occupational therapist students for the period September 1, 2019 through August 31, 2022. (No fiscal impact)
- C.107** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Gurnick Academy of Medical Arts, LLC, to provide supervised field instruction in Public Health Division to physical therapy assistant students for the period September 1, 2019 through August 31, 2024. (No fiscal impact)
- C.108** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract containing modified indemnification language in conjunction with John Muir Health System (dba Community Health Alliance), La Clinica de La Raza, and Lifelong Medical, with Ronald McDonald House Charities, Inc., to allow the County to operate the Ronald McDonald Dental Care Mobile in the communities of Contra Costa County for the benefit of its residents, for the period November 4, 2018 through November 3, 2023. (Non-financial agreement)
- C.109** ADOPT Resolution No. 2019/115 approving the designation of the Arts and Culture Commission of Contra Costa County as the authorized partner of the State-Local Partnership Program of the California Arts Council for the 2019-20 fiscal year, as recommended by the County Administrator.

- C.110** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay Grace Gilroy a stipend in the amount of \$150 for expenses related to representing Contra Costa County at the Statewide Poetry Out Loud competition in Sacramento, as required by the Poetry Out Loud grant from the State of California and recommended by the County Administrator. (100% State)
- C.111** Acting as the governing body for the Contra Costa County Housing Authority, RATIFY the Housing Choice Voucher payment standards for the Housing Authority of the County of Contra Costa effective April 15, 2019, as recommended by the Housing Authority Executive Director. (100% U.S. Department of Housing and Urban Development)
- C.112** Acting as the governing body of the Contra Costa County Housing Authority, ADOPT Housing Authority Resolution No. 5222 to authorize the discharge of accountability of amounts owed to the public housing program totaling \$106,729.09 for the quarter ending March 31, 2019, as recommended by the Housing Authority Executive Director.

### **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.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 335-1900 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

[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	Special Meeting April 22, 2019	2:00 p.m.	See above
Finance Committee	April 22, 2019 canceled Special Meeting June 10, 2019	1:00 p.m.	Room 108
Hiring Outreach Oversight Committee	June 3, 2019	1:00 p.m.	See above
Internal Operations Committee	May 13, 2019	1:00 p.m.	See above
Legislation Committee	May 13, 2019	10:30 a.m.	See above
Public Protection Committee	May 6, 2019	10:30 a.m.	See above
Sustainability Committee	Special Meeting May 6, 2019	9:00 a.m.	See above
Transportation, Water & Infrastructure Committee	May 13, 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: John Kopchik, Director, Conservation & Development Department  
Date: April 9, 2019

Subject: Setting Transportation Impact Fees for Accessory Dwelling Units

---

**RECOMMENDATION(S):**

DISCUSS local and regional traffic impact fees relative to Accessory Dwelling Units (ADUs), and DIRECT staff to conduct an expedited, comprehensive process to develop and implement modifications to the traffic impact fee programs to encourage the development of ADUs.

**FISCAL IMPACT:**

This is a preliminary policy discussion and does not have any direct fiscal impact. Specific fiscal impacts will be documented at the time any policy changes are implemented. Ultimately however, the reduction and/or elimination of traffic impact fees would unavoidably create a funding gap. That gap cannot be filled using the fee program's revenue and must be backfilled with other sources.

**BACKGROUND:**

**Introduction:** At the March 26th Board of Supervisors (BOS) Meeting there was an item regarding an update to the West County regional traffic impact fee program [1], "*Fix public hearing to consider adopting Ordinance No. 2019-10 to adopt West Contra Costa Transportation Advisory Committee (WCCTAC) fees*". The resulting dialog indicated a BOS desire for a consistent policy approach to encourage the development of Accessory Dwelling Units in response to the housing crisis.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: John Cunningham (925)  
674-7833

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

Additional direction was that the update result in clear program documentation that is easily understandable to the general public.

The following report provides the background information requested by the Board and attempts to define a process to comprehensively develop and implement changes to traffic impact fees imposed by the County in order to encourage the development of ADUs through an ordinance(s) establishing an exemption or fee reduction. This process could include the County/local Area of Benefit (AOB) Traffic Impact Fee Programs as well as the regional fees collected in conjunction with the Regional Transportation Planning Committees.

### **1. Information Requested by the Board**

#### **A. Existing County Ordinance Addressing ADUs (effective as of 2017)**

On September 27, 2016, Assembly Bill 2299 and Senate Bill 1069 were approved by the Governor. The bills amended Government Code section 65852.2 regulating the establishment of accessory dwelling units (ADUs, formerly designated as residential second units), effective January 1, 2017. As determined by the State legislature, ADUs are a valuable form of housing in California and an effective tool in combating the housing shortage in the state. ADUs provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others at below market prices within existing neighborhoods. State law requires local ordinances regulating ADUs to comply with Government Code section 65852.2, as amended.

In response, the Board of Supervisors adopted the County's current ADU Ordinance, which amended the County's then-existing residential second unit ordinance, found in Chapter 82-24 of the County Ordinance Code.

In accordance with Government Code section 65852.2, the ADU Ordinance provides for a ministerial process to approve ADUs without discretionary review or public hearing. An ADU in a single-family residential district that meets the ADU Ordinance's development standards and all applicable building standards is one form of ADU that is permitted ministerially. An ADU that is an internal conversion of an existing building is another form of ADU that is permitted ministerially if: the existing building is located in a single-family residential district; the internal conversion has independent exterior access; the side and rear setbacks are sufficient for fire safety; and the internal conversion meets all applicable building standards and all applicable sewage and water requirements.

The ADU Ordinance also provides that an applicant may obtain a non-ministerial ADU permit if the proposed ADU is not an internal conversion and does not meet one or more of the ordinance's development standards, including lot size, height and setback requirements, or parking requirements.

## B. Accessory Dwelling Unit Permits Approved 2017-2018\*

2017-2018 Accessory Dwelling Unit Permits					
	Interior Conversion	Addition or Detached (Any new footprint)	Ministerial	Administrative (variance or deviation from standard)	Total
2017	23	42	65	0	65
2018	19	46	63	2	65
	42	88	128	2	130

\*The four categories are not mutually exclusive. A ministerially-approved ADU could be either interior or involve new footprint.

## C. ADUs and Current Traffic Impact Fees

The local and regional fee programs administered by the County are listed below. The County implements 14 Area of Benefit (AOB) fee programs for distinct unincorporated areas and three Regional fee programs.

### Local Traffic Impact Fees (AOB Fees)

- Alamo
- Bay Point
- Bethel Island
- Central County
- North Richmond
- Richmond/El Sobrante
- Discovery Bay
- Pacheco
- Hercules/Rodeo/Crockett
- West County
- Briones
- Martinez
- South Walnut Creek
- East County Regional

### Regional

The Regional programs are developed and maintained in conjunction with the four Regional Transportation Planning Committees (RTPCs) and are a requirement of the Contra Costa Transportation Authority's (CCTA's) Growth Management Program (GMP). These programs are updated and maintained at the RTPC level consistent with the collaborative, multijurisdictional planning protocol which is the practice in Contra Costa. Implementation of fee rates for ADUs currently varies across jurisdictions.

- East Contra Costa Regional Fee and Financing Authority (ECCRFFA). An initial reading of the ECCRFFA JEPA suggests that members are required to impose the fees approved by ECCRFFA and must consult with and seek approval of any alternative fee or discount.
- Tri-Valley Transportation Council (TVTC)
- West Contra Costa Transportation Advisory Committee (WCCTAC), County staff has been advised by WCCTAC staff that that the approved ordinance language envisions and specifically accommodates the County's proposed approach (passage of an ordinance modifying the program to encourage ADUs), WCCTAC Model Fee Ordinance: *Section 4-Fees*, paragraph C states, “No development shall be exempt, except if application of the fee to the development would be unlawful under and/or conflict with federal, state, or local law and/or regulations...”
- The Transportation Partnership and Cooperation (TRANSPAC) is the Regional Transportation Planning Commission (RTPC) for Central County. TRANSPAC does not administer a formal mitigation fee program.
- The Lamorinda Fee and Finance Authority’s (LFFA). The County is not a party to the LFFA program.

ADU Policies: Regional & Local Programs							
	TVTC	WCCTAC [Existing]	WCCTAC [Proposed]	TRANSPAC	ECCRFFA (TRANSPLAN)	LFFA	Local/County AOB
ADU	review ongoing[1]	No ADU Policy	Yes, see: [2]	No ADU Policy	No ADU policy	Researching	No ADU Policy
[1] Research into how various TVTC agencies address ADUs is ongoing							
[2] “...accessory dwelling units within the footprint of an existing dwelling unit’s habitable space are not required to pay the STMP Fee.”							

#### D. Policy Options to Encourage Accessory Dwelling Units

Staff is requesting direction from the Board regarding the extent to which ADUs traffic fees should be reduced, either through a tiered fee or complete exemption. Staff is providing the following options for the Board to consider initiate a dialog on general policy direction. Discounts across a continuum from complete exemption to reductions should be considered. Any potential change to a regional fee program administered by an RTPC must be analyzed for conformance with interagency agreements. Staff believes a policy discussion with RTPC Boards would be an important future step.

- \$0 (exempt) OR
- 0.2x multi-family rate OR
- 0.4 x multi-family rate
- Some other rate or a combination of rates depending on the square footage of the ADU

## **2. Suggested Process for Developing and Implementing a County Policy to Adjust Traffic Impact Fees to Encourage ADUs:** Staff proposes a three-phase process:

- 1. Regional Transportation Mitigation Programs (Regional Programs):** Each RTPC updates their associated Regional Program on independent schedules. Given these independent schedules and the necessity to adhere to the multijurisdictional collaborative planning process, the Regional Program update process would involve three steps; **a)** Investigate applicable regional agreements to determine what steps to take to ensure the County does not conflict with regional obligations, **b)** Communicate to each RTPC and CCTA the County's desire to respond to the housing crisis with a program to encourage ADUs consistent with regional agreements and obligations, and **c)** Consider approval of an ordinance or ordinances modifying each fee program to establish an ADU exemption/reduction. *(WCCTAC initiated an update process in late 2017 and are nearing completion. An update to the WCCTAC program will be handled as indicated in #3 below)*
- 2. Local/County Area of Benefit:** Similar to the update to the Regional fees discussed above staff believes that we can pass a blanket ordinance or package of ordinance revisions to establish an ADU exemption/reduction across all AOB areas.
- 3. WCCTAC STMP:** The update to the WCCTAC fee was initiated in 2017 and is planned to be adopted by all member jurisdictions in the April/May 2019 timeframe. The new fee is planned to take effect as of July 1, 2019. Given this timing, the County update to the WCCTAC fee could take place in two steps: **a)** the BOS could consider adopting an ordinance to update the WCCTAC fee at the April 16, 2019 meeting of the BOS. That ordinance will include ADU exemption language to exempt ministerial internal conversions (i.e., "...accessory dwelling units within the footprint of an existing dwelling unit's habitable space") from payment of WCCTAC fees consistent with the model language provided by WCCTAC. **b)** If the BOS desires to develop a more expansive exemption/reduction than what is in the current WCCTAC model language then that modification could take place subsequently, perhaps as part of a broader update to the AOB fees and any other Regional Fee programs.

## **3. Summary Information on Relevant Current Legislation**

Pending legislation related to accessory dwelling units propose a variety of new regulations and programs intended to increase the construction of ADUs. These bills are geared at creating incentives to build ADUs by creating new funding sources, restructuring impact fees, reducing parking requirements, and requiring new housing planning processes.

### **SB 13 – Wieckowski**

This bill makes several key changes to the development of ADUs:

- Prohibit local agency from requiring the replacement of parking spaces if a garage, carport, or covered parking is demolished to construct an accessory dwelling unit.
- Prohibit a local agency from requiring occupancy of either the primary or the



accessory dwelling unit

- Would prohibit an agency from imposing any impact fee if that fee in the aggregate, exceeds specified requirements depending on the size of the unit.
  - An accessory dwelling unit less than 750 square feet will be charged zero impact fees
  - An accessory dwelling unit between 750 and 1,000 square feet shall be charged 25 percent of the impact fees otherwise charged for a new single-family dwelling on the same lot.
  - An accessory dwelling unit greater than 1,000 square feet shall be charged 50 percent of the impact fees otherwise charged for a new single-family dwelling.
  - An ADU substantially contained within the existing space of a single-family residence or accessory structure shall not be required to provide fire sprinklers if they are not required for the primary residence
    - For ADUs described above (section e) a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

#### **AB 881 – Bloom**

- The bill would delete the provision authorizing a local agency to require owner-occupancy as a condition of issuing a permit.
- Would prohibit parking requirements for ADUs within a half traversable or walkable mile of public transit, and would define public transit for those purposes

#### **AB 670 – Friedman**

- Would make a provision in a common interest development's governing document void and unenforceable if it prohibits the construction of accessory dwelling units or junior accessory dwelling units, as specified.

#### **AB 587 – Friedman and Quirk-Silva**

- This bill would authorize an accessory dwelling unit that was ministerially approved pursuant to the process described above to be sold or conveyed separately from the primary residence to a qualified buyer if certain conditions are met.

#### **AB 69 – Ting**

- Would require the department of Housing and Community Development to propose small home building standards governing accessory dwelling units and homes smaller than 800 square feet.

## **AB 68 – Ting**

- Would prohibit the imposition of lot coverage requirements, as well as the imposition of minimum or maximum ADU size limitations if a local agency does not permit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height with 4-foot side and rear yard setbacks.

## **AB 671 – Friedman**

- This bill would require a local agency to include a plan that incentivizes and promotes the creation of accessory dwelling units that can be offered at affordable rent for very low, low-, and moderate-income households in its housing element.
  - By requiring a local agency to prepare an additional plan in the housing element this bill would impose a state-mandated local program

## **AB 1074 – Diep - Accessory Dwelling Unit Construction Bond Act of 2020**

- Would authorize the issuance of bonds in the amount of \$500,000,000 pursuant to the State General Obligation Bond Law to finance the Accessory Dwelling Unit Construction Program, established as part of the bond act

## **AB 1239 – Cunningham**

- Requires agencies as part of their Housing Element to set forth a schedule of actions during the planning period that the local government is undertaking or intends to undertake to implement the policies and achieve the goals of the housing element, as provided

[1] Assembly Bill 1600 (1987), the "Mitigation Fee Act" authorizes the imposition of development impact fees to be charged by a local governmental agency to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. (Gov. Code § 66000(b).) The County imposes traffic mitigation fees (AOB fees) in accordance with the Mitigation Fee Act, Government Code sections 66484 and 66484.7, Division 913 of the County Ordinance Code, and other applicable laws and ordinances.

### CONSEQUENCE OF NEGATIVE ACTION:

None.

### ATTACHMENTS

RTPC Transportation Impact Fee Schedules 2019

**Transportation Impact fee schedules by RTPC as of 2019**

Land use	TVTC	WCCTAC	TRANSPAC***	ECCRFFA	
				(TRANSPLAN)	LFFA
Single Family Residential (per DU)	\$ 4,613.65	\$ 5,439.00	\$268 - \$3,519	\$ 22,378.00	\$ 7,269.00
Multi-Family Residential (per DU)	\$ 3,178.06	\$ 2,679.00	N/A	\$ 13,737.00	\$ 5,008.00
Office (per SF Gross Floor Area)	\$ 7.84	\$ 8.72	N/A	\$ 1.62	\$7.78 (per 1000 sq ft)
Commercial (per SF Gross Floor Area)	\$ 3.41	\$ 6.59	\$5.50 - \$8.81	\$ 1.86	\$7.78 (per 1000 sq ft)**
Industrial (per SF Gross Floor Area)	\$ 4.57	\$ 5.56	N/A	\$ 1.62	n/a
Other (average am/pm peak hour trip)	\$ 5,126.36	\$ 7,350.00	N/A	\$ 22,378.00	\$ 800.00
ADU or "Granny Unit"	.4 trips per unit*	no ADU policy		no ADU policy	multi-family rate (\$5,008)

\* applied the "Other" fee category (\$5,126.36 per peak hour trip). Building a residence plus a granny unit shall be charged at a rate of 1.4 trips

\*\*Commercial here is weighted average between office and commercial DUE (dwelling unit equivalent) rates based on projected growth for each category. This rate applies to office uses as well.

\*\*\*TRANSPAC uses several conditions and criteria to set its fees. See Pg 43 and 44 of the 2017 TRANSPAC Action Plan for details. [https://transpac.us/wp-content/uploads/2017/12/FINAL-Central-County-Action-Plan\\_20170920.pdf#page=52](https://transpac.us/wp-content/uploads/2017/12/FINAL-Central-County-Action-Plan_20170920.pdf#page=52)



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 9, 2019

Subject: Introduction of Ordinance to Adjust Board of Supervisors Compensation

---

**RECOMMENDATION(S):**

INTRODUCE Ordinance No. 2019-11, linking the base salary for members of the Board of Supervisors to the salaries of superior court judges and increasing Board members' salaries to 60% of judges' salaries for the period between July 1, 2019 and December 31, 2019; to 63% of judges' salaries for the period between January 1, 2020 and December 31, 2020, and to 65% of judges' salaries thereafter; plus the same periodic increases as are granted by the legislature to the judges, as recommended by the Ad Hoc Citizen's Committee, WAIVE reading and FIX April 16, 2019, for adoption.

**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:**

Attached for introduction today is the salary ordinance prepared at the Board's direction on March 26, 2019. It is recommended that the Board Fix April 16, 2019 as the date for adoption of the ordinance,

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: David Twa, (925)  
335-1080

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

whereupon the ordinance would take effect in 60 days, on June 17, 2019, with the first salary increase to occur on July 1, 2019. Also attached for reference is the previous Board Compensation Ordinance 2015-19, which granted Board members a 3.855% salary increase to \$9,736.75 per month effective January 1, 2018.

A five member Ad Hoc Committee on Board of Supervisors' Compensation had a series of meetings over a two-month period and came to a unanimous set of recommendations which were presented to the Board on March 26, 2019, by Tom Hansen, Chair of the Committee:

## 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 7 of 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.

The Board of Supervisors accepted the report of the Ad Hoc Committee and directed the County Administrator and County Counsel to prepare an ordinance reflecting the committee's recommendations for introduction on April 9, 2019, and adoption on April 16, 2019. In addition to the fixed increases described above, the ordinance provides for ongoing increases to Board members' salaries, at the same time and in the same percentage, as are granted by the legislature to judges of the Contra Costa County Superior Court, so that the salaries of Board members consistently track the authorized percentage of judges' salaries. For purposes of transparency, the ordinance requires that for all adjustments other than those scheduled to occur on July 1, 2019, January 1, 2020 and January 1, 2021, a "notice of adjustment in compensation paid to members of the Board of Supervisors" will be placed on the agenda of a regular meeting of the Board of Supervisors at least ten days prior to the date adjustments are implemented.

## CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Supervisors elect not to adopt the ordinance, the status quo would be maintained.

## ATTACHMENTS

Ordinance 2019-11

Ordinance 2015-19

## ORDINANCE NO. 2019-11

### (Salary of Elected County Officers)

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. SUMMARY.** This ordinance amends Section 24-26.006 of the County Ordinance Code to modify salary provisions for members of the board of supervisors.

**SECTION II.** Section 24-26.006 of the County Ordinance Code is amended to read:

#### **24-26.006 Supervisors.**

(a) Each supervisor, for service as such, shall receive the following base salary:

- (1) Through June 30, 2019, a monthly salary of \$9,736.75.
- (2) From July 1, 2019, through December 31, 2019, an annual salary equal to sixty percent of the annual salary for the office of superior court judge as prescribed by the legislature, plus such increases, at the same time and in the same percentage, as are granted by the legislature to judges of the Contra Costa County Superior Court, so that a base salary of sixty percent of said judges' salary is maintained throughout the entire period.
- (3) From January 1, 2020 through December 31, 2020, an annual salary equal to sixty-three percent of the annual salary for the office of superior court judge as prescribed by the legislature, plus such increases, at the same time and in the same percentage, as are granted by the legislature to judges of the Contra Costa County Superior Court, so that a base salary of sixty-three percent of said judges' salary is maintained throughout the entire period.
- (4) From and after January 1, 2021, an annual salary equal to sixty-five percent of the annual salary for the office of superior court judge as prescribed by the legislature, plus such increases, at the same time and in the same percentage, as are granted by the legislature to judges of the Contra Costa County Superior Court, to maintain a base salary of sixty-five percent of said judges' salary.

(b) For all adjustments to base salary (other than those scheduled to occur on July 1, 2019, January 1, 2020, and January 1, 2021), a "notice of adjustment in compensation paid to members of the board of supervisors" shall appear on the agenda of a regular meeting of the board of supervisors at least ten (10) days prior to the date such adjustment is implemented. Each said adjustment will have the same effective date as the corresponding salary adjustment for the Contra Costa County Superior Court judges.

- (c) Each supervisor shall receive reimbursement for reasonable expenses necessarily incurred in the conduct of such office, such other benefits as are provided other exempt management employees, and eligibility for an eighty-five dollar monthly county contribution to the county's deferred compensation plan in the same manner as other exempt management employees.
- (d) Each supervisor shall receive an automobile allowance of six hundred dollars per month and, in addition to the automobile allowance, mileage at the rate per mile allowed by the Internal Revenue Service as a deductible expense, for all miles driven by that supervisor on county business outside that supervisor's supervisorial district, as identified in Chapter 24-2 of the County Ordinance Code. Receipt of the mileage reimbursement and automobile allowance requires that a private automobile be furnished for county business.

(Ords. 2019-11, 2015-19, 2015-05, 2015-04, 2014-10, 2006-70 § 2, 99-57, 98-15, 94-10, 93-38, 92-48, 92-17, 89-77, 87-101, 85-63, 84-55, 84-34, 81-68, 81-5, 79-52, 79-35, 78-47, 77-68 §§ 1, 2, 76- 59, 75-36, 74-49; prior code, § 2431.2; Ord. 70-68; Const. XI § 1(b), Gov. Code, § 25123.5.)

**SECTION III. EFFECTIVE DATE.** This ordinance becomes effective 60 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 East Bay Times, a newspaper published in this County.

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

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

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

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

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

[SEAL]

SLA:la

H:\Ordinances\Salary ordinance April 9&16 2019 WORDV2.doc

**ORDINANCE NO. 2015-19**

(Salary of Elected County Officers)

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: SUMMARY.** This ordinance amends Section 24-26.006 the County Ordinance Code to modify salary provisions for members of the board of supervisors.

**SECTION II:** Section 24-26.006 of the County Ordinance Code is amended to read as follows:

**24-26.006 - Supervisors.**

(a) Each supervisor, for service as such, shall receive a base monthly salary at the following monthly rate as specified in the Contra Costa County pay series schedule:

(1) Through December 31, 2015, a monthly salary of \$8,692.27.

(2) From January 1, 2016, through December 31, 2016, a monthly salary of \$9,027.33.

(3) From January 1, 2017, through December 31, 2017, a monthly salary of \$9,375.33.

(4) From and after January 1, 2018, a monthly salary of \$9,736.75.

(b) Each supervisor shall receive reimbursement for reasonable expenses necessarily incurred in the conduct of such office, such other benefits as are provided other exempt management employees, and eligibility for an eighty-five dollar monthly county contribution to the county's deferred compensation plan in the same manner as other exempt management employees.

(c) Each supervisor shall receive an automobile allowance of six hundred dollars per month and, in addition to the automobile allowance, mileage at the rate per mile allowed by the Internal Revenue Service as a deductible expense, for all miles driven by each supervisor on county business outside that supervisor's supervisorial district, as identified in Chapter 24-2 of the County Ordinance Code. Receipt of the mileage reimbursement and automobile allowance requires that a private automobile be furnished for county business.

(Ords. 2015-19 , 2015-05, 2015-04, 2014-10, 2006-70 § 2, 99-57, 98-15, 94-10, 93-38, 92-48, 92-17, 89-77, 87-101, 85-63, 84-55, 84-34, 81-68, 81-5, 79-52, 79-35, 78-47, 77-68 §§ 1, 2, 76-59, 75-36, 74-49; 70-68.)

**ORDINANCE NO. 2015-19**



**SECTION IV: EFFECTIVE DATE.** This ordinance becomes effective 60 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 TWA, Clerk of  
the Board and County Administrator

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

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

[SEAL]

SLA:la

H:\Ordinances\BOS Salary Ordinance August 2015FINAL.doc

**ORDINANCE NO. 2015-19**



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: APPROVE acceptance of a portion of Circle Drive following relinquishment by the State of California Department of Transportation, Walnut Creek area.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute and deliver notice to the State of California, Department of Transportation (Caltrans) waiving a 90-day notice and protest period, and agreeing to accept a portion of Circle Drive into the County road system following relinquishment by the state, pursuant to Streets and Highways Code section 73, as recommended by the Public Works Director.

FIND that the Real Property transaction between the County and Caltrans is exempt from environmental review under California Environmental Quality Act (CEQA) under the common sense exemption (CEQA Guidelines §15061(b)(3)).

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Caltrans proposes to relinquish a portion of Circle Drive to the County. This has been determined based on the understanding that the limit of the relinquishment is within the County’s jurisdiction and the County is

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Jessica Dillingham,  
925-957-2453

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

currently maintaining Circle Drive. The County is in agreement to accept the portion of Circle Drive.

CONSEQUENCE OF NEGATIVE ACTION:

The County will continue to maintain a portion of Circle Drive that is not in the County road system.

ATTACHMENTS

Relinquishment Form 56144

Initial Assessment & Site Maps

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
111 GRAND AVENUE  
OAKLAND, CA 94612  
P. O. BOX 23660  
OAKLAND, CA 94623-0660

04-CC-680-PM 13.6  
RELINQUISHMENT No. 56144

ATTN: KENDALL S. KITAMURA

The County of Contra Costa has reviewed your offer to accept that portion of State right of way to be relinquished per letter dated November 28, 2018 and the relinquishment maps.

Please Check One:

- Yes, we are willing to accept the Relinquishment in their current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in the Initial Site Assessment Memorandum. County of Contra Costa has received and reviewed a copy of the above-referenced Initial Site Assessment Memorandum. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, Caltrans will not be responsible for any present or future remediation of said hazardous materials. Please proceed with preparing the final submittal.
- No, we are not interested in accepting the Relinquishment.  
(Please list your reasons why)

Please Check One:

- Yes, we agree to waive the ninety (90) days' notice of "Intention to Relinquish" requirement contained in Section 73 of the Streets and Highways Code.
- No, we do not agree to waive the ninety (90) days' notice of "Intention to Relinquish" requirement contained in Section 73 of the Streets and Highway Code.

As the \_\_\_\_\_ for the County of \_\_\_\_\_ and having the authority to act on behalf of the County Board of Supervisors, I attest to the above checked items.

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

TITLE: \_\_\_\_\_

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


Memorandum

*Making Conservation  
a California Way of Life.*

To: ALICE ZHONG  
District Relinquishment Coordinator  
Office of Right of Way Engineering

Date: October 31, 2018

File: Relinquishment No. 56144  
CC-680, PM 13.6

From:  RAY BOYER, P.E.  
District Branch Chief  
Office of Environmental Engineering

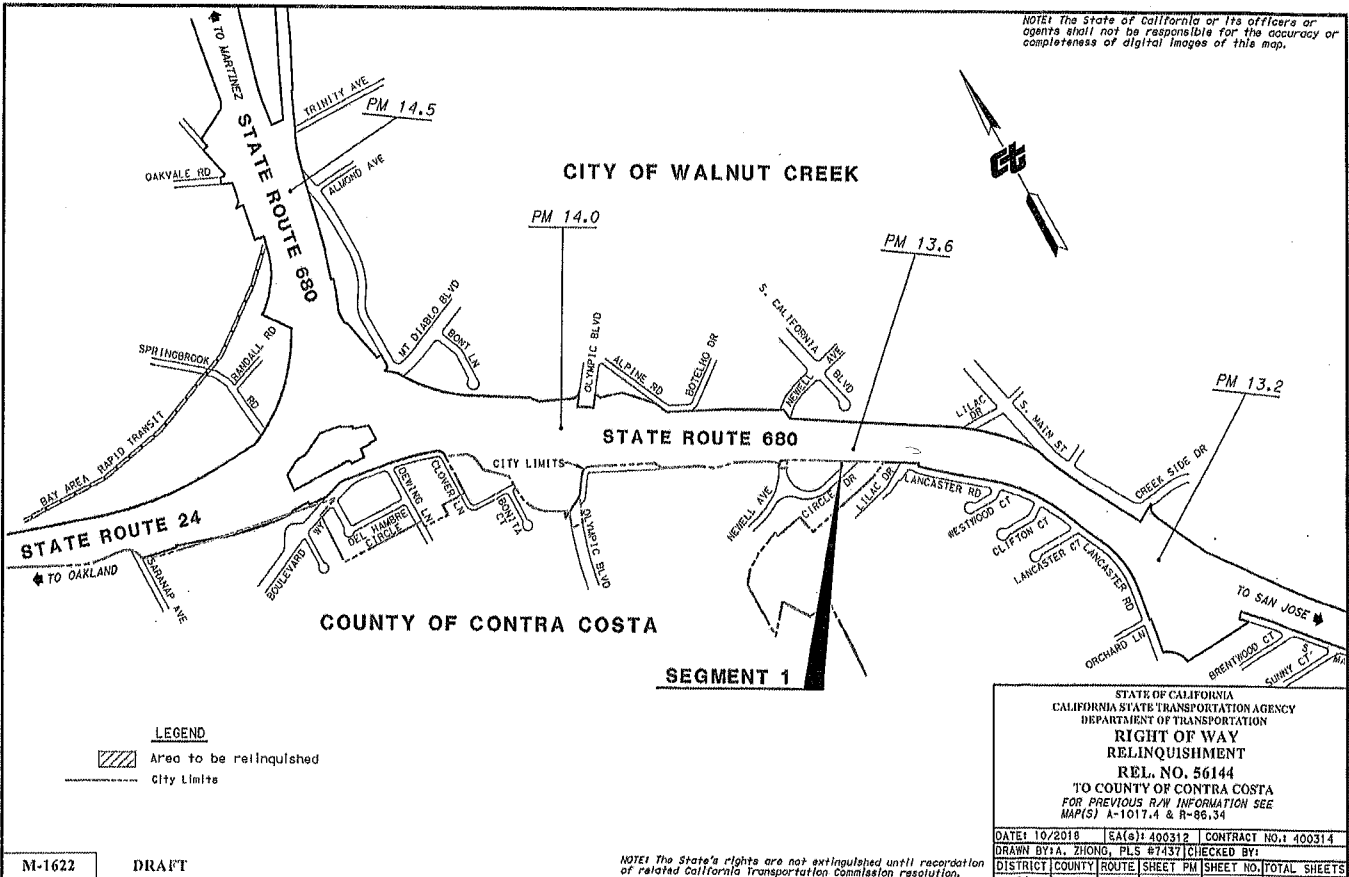
Subject: INITIAL SITE ASSESSMENT FOR RELINQUISHMENT - CC-680, PM 13.6

District 4 Office of Environmental Engineering has concluded a review of relinquishment number 56144, PM 13.6



We conducted an initial site assessment by reviewing all available site investigation reports, regulatory databases and our historical data maintained by the Office of Environmental Engineering covering the footprint of the referenced site.

Based on our initial site assessment, we found no evidence of contamination at this location. It is therefore our professional recommendation that this site be relinquished.

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



**LEGEND**

-  Area to be relinquished
-  City Limits

STATE OF CALIFORNIA  
 CALIFORNIA STATE TRANSPORTATION AGENCY  
 DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY  
 RELINQUISHMENT**  
 REL. NO. 56144  
 TO COUNTY OF CONTRA COSTA  
 FOR PREVIOUS R/W INFORMATION SEE  
 MAP(S) A-1017.4 & R-86.34

DATE	10/2018	EA(6)	400312	CONTRACT NO.	40031.4
DRAWN BY	A. ZHONG	PLS #	47437	CHECKED BY:	
DISTRICT	04	COUNTY	CC	ROUTE	680
				SHEET PM	13.6
				SHEET NO.	1
				TOTAL SHEETS	2

NOTE: The State's rights are not extinguished until recordation of related California Transportation Commission resolution.

M-1622

DRAFT

PROJECT ID: 0416000263

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

COUNTY OF CONTRA COSTA

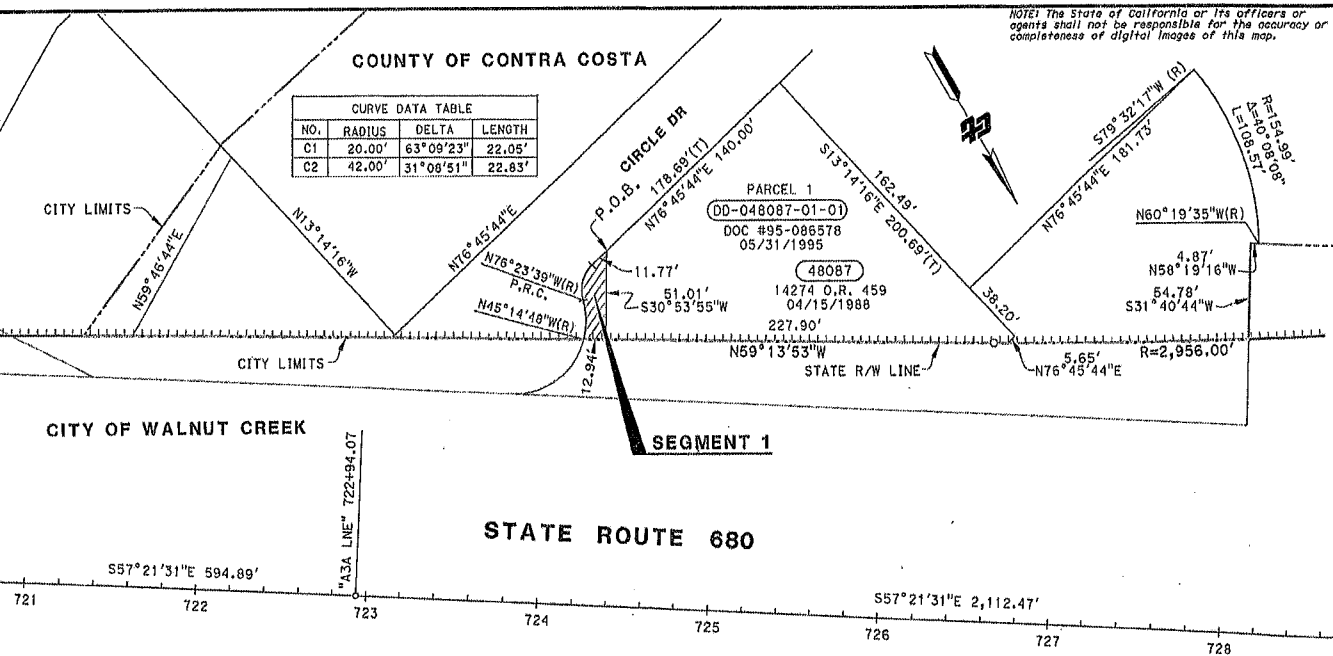
CURVE DATA TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	20.00'	63°09'23"	22.05'
C2	42.00'	31°08'51"	22.83'

CITY LIMITS

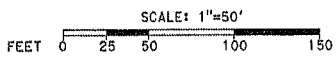
CITY OF WALNUT CREEK

SEGMENT 1

STATE ROUTE 680



- LEGEND**
- ||||||| Access Prohibited
  - City Limits
  - P.O.B. Point of Beginning
  - (R) Indicates Radial Bearing
  - o Indicates calculated point. (Does not imply monument set)
  - ▨ Area to be relinquished



STATE OF CALIFORNIA  
 CALIFORNIA STATE TRANSPORTATION AGENCY  
 DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY  
 RELINQUISHMENT**  
 REL. NO. 56144  
 TO COUNTY OF CONTRA COSTA  
 FOR PREVIOUS R/W INFORMATION SEE  
 MAP(S) A-10117.4 & R-88.34

DATE: 10/2018	EAC(S): 400312	CONTRACT NO.: 400314
DRAWN BY: A. ZHONG, PLS #7437 CHECKED BY:		
DISTRICT: 04	COUNTY: CC	ROUTE: 680
SHEET: 13.6	PAGE: 2	TOTAL SHEETS: 2

M-1622 DRAFT

NOTE: The State's rights are not extinguished until recordation of related California Transportation Commission resolution.

PROJECT ID: 0416000263



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: APPROVE two Quitclaim Deeds for a slope easement and drainage easement to West Coast Home Builders, Inc., Pittsburg area. (SCH90030377)

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute quitclaim deeds to quitclaim, to West Coast Homebuilder's Inc., as successor to North State Development Co., the County's interests in a temporary drainage easement and a portion of a permanent slope easement in accordance with the Final Order of Condemnation entered in *Contra Costa County v. North State Development Co.*, Contra Costa County Superior Court Case No. C92-01464, State Route 4 Willow Pass Grade Widening and Lowering Project.

DIRECT the Real Estate Division of the Public Works Department to cause the quitclaim deeds to be delivered to the grantee for acceptance and recording in the Official Records of the Contra Costa County Clerk-Recorder.

**FISCAL IMPACT:**

100% Contra Costa Transportation Authority Funds.

**BACKGROUND:**

The County filed

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Jessica Dillingham,  
925-957-2453

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

Contra Costa County v. North State Development Co., Contra Costa County Superior Court Case No. C92-01464, to acquire property and property interests required for the State Route 4 Willow Pass Grade Widening and Lowering Project, including a temporary drainage easement (Parcel 50857-4) and a permanent slope easement (Parcel 50860-3). The Final Order of Condemnation (FOC) entered in that lawsuit requires the County and the developer to adjust the final boundaries of the slope easement to meet the finished grade of the San Marco development. The final order of condemnation also requires the County to quitclaim its interest in the temporary drainage easement upon request.

West Coast Homebuilder's Inc. (WCHI) is the successor in interest to North State Development Co. Pursuant to WCHI's request and the FOC, the County will quitclaim to WCHI a portion of the slope easement (Parcel 50860-3 in the FOC), and the County will quitclaim to WCHI all of the County's interests in the temporary drainage easement (Parcel 50857-4 in the FOC).

These conveyances are required under the FOC. For these reasons, the Real Estate Division recommends that the Board approve the conveyances.

CONSEQUENCE OF NEGATIVE ACTION:

The County would hold rights to an area no longer needed for public use.

ATTACHMENTS

QC Deed Slope Easement

QC Deed Drainage Easement

Recorded at the request of:  
West Coast Home Builders, Inc.

After recording return to:  
West Coast Home Builders, Inc.  
4021 Port Chicago Highway  
Concord, CA 94520

Attn: Legal Department

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_  
Due to: \_\_\_\_\_

Portion of APN 091-050-047

## QUITCLAIM DEED OF EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged,

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

**Does hereby remise, release and forever quitclaim to WEST COAST HOME BUILDERS, INC.,** a California corporation, the following described real property in the City of Pittsburg, County of Contra Costa, State of California,

**FOR DESCRIPTION AND PLAT SEE EXHIBITS 'A' AND 'B' ATTACHED HERETO AND MADE A PART HEREOF.**

CONTRA COSTA COUNTY

Date: \_\_\_\_\_

By \_\_\_\_\_  
John Gioia  
Chair, Board of Supervisors

STATE OF CALIFORNIA ) §  
COUNTY OF CONTRA COSTA ) §

On \_\_\_\_\_ 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

QUITCLAIM OF SLOPE EASEMENT  
ADJACENT TO STATE HIGHWAY 4  
TO WEST COAST BUILDERS  
PORTION OF APN 091-050-047

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF PITTSBURG,  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 'A' PMW 07-04 AS SAID PARCEL IS SHOWN ON  
THE PARCEL MAP WAIVER FOR LOT LINE ADJUSTMENT (PMW 07-04) FILED  
ON JULY 2, 2007 UNDER SERIES NUMBER 2007-0190341 ALSO BEING PORTIONS  
OF SLOPE EASEMENT 50857-3 CONDEMNED TO CONTRA COSTA COUNTY IN  
THE FINAL ORDER OF CONDEMNATION, CASE NO. C92-01462, RECORDED ON  
OCTOBER 13, 1993 IN BOOK 19039 OF OFFICIAL RECORDS AT PAGE 825  
(93-285504), IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA  
COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID SLOPE  
EASEMENT;

THENCE ALONG EASTERLY LINE OF SAID SLOPE EASEMENT SOUTH 28°14'20"  
WEST, 114.97 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 28°14'20" WEST,  
3.99 FEET TO THE SOUTH EASTERLY CORNER OF SAID SLOPE EASEMENT;

THENCE ALONG THE SOUTHERLY LINE OF SAID SLOPE EASEMENT  
SOUTH 89°46'44" WEST, 550.44 FEET TO THE SOUTH WESTERLY CORNER OF  
SAID SLOPE EASEMENT;

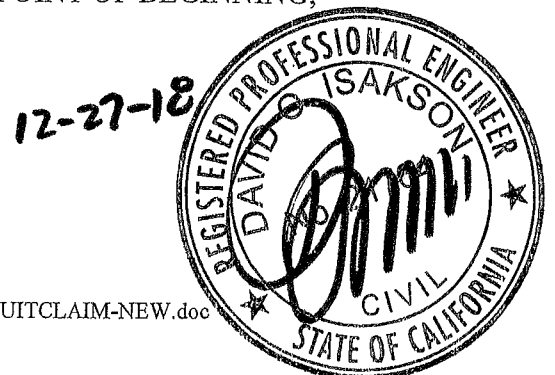
THENCE ALONG THE WESTERLY LINE OF SAID SLOPE EASEMENT  
NORTH 00°02'47" EAST, 34.00 FEET;

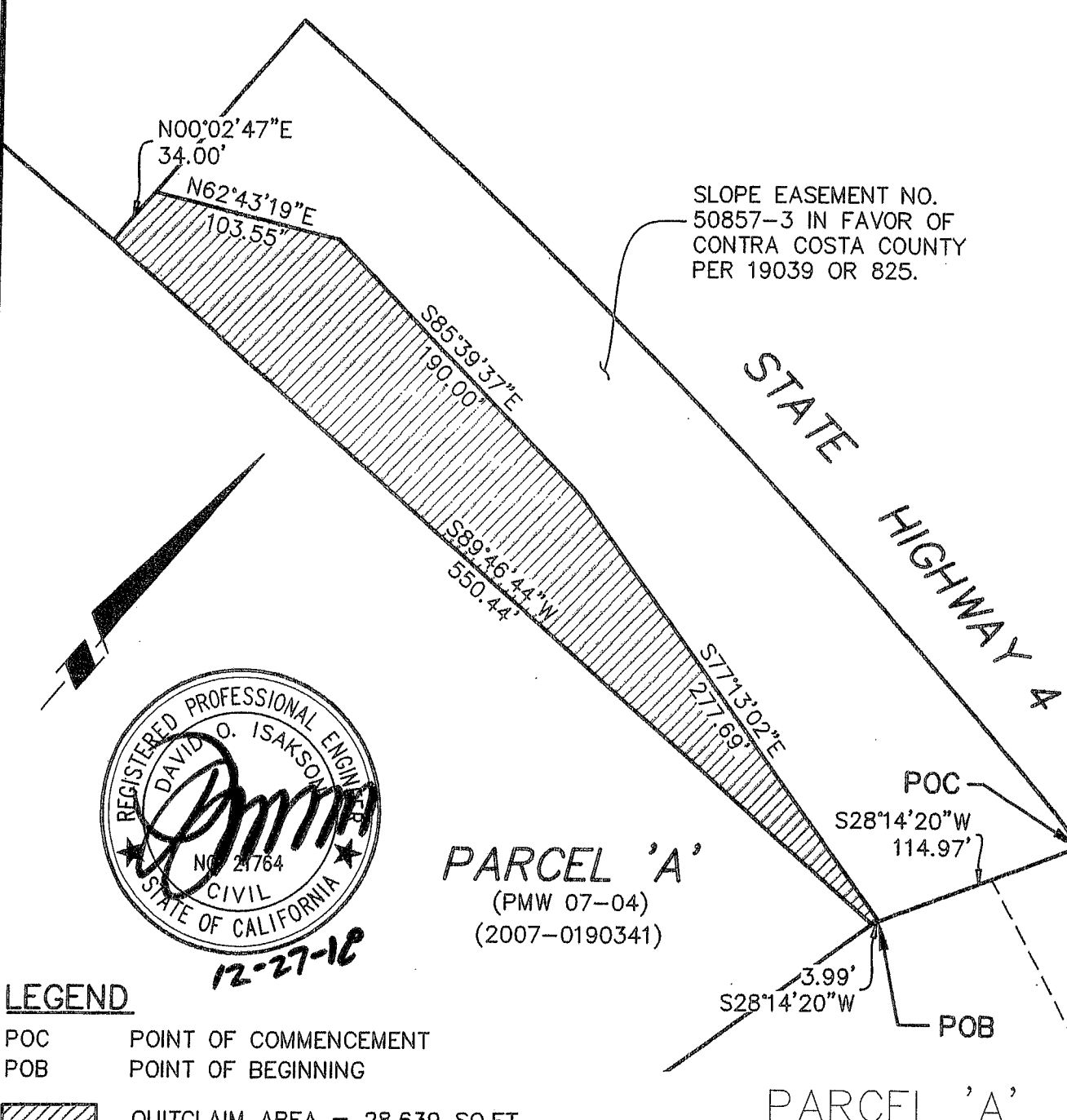
THENCE LEAVING SAID WESTERLY LINE NORTH 62°43'19" EAST, 103.55 FEET

THENCE SOUTH 85°39'37" EAST, 190.00 FEET;

THENCE SOUTH 77°13'02" EAST, 277.69 FEET TO THE POINT OF BEGINNING;

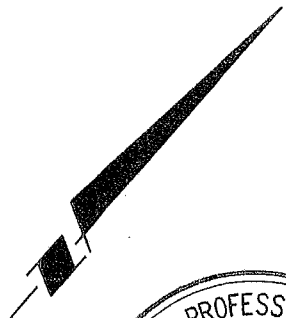
CONTAINING 28,639 SQUARE FEET, MORE OR LESS.





SLOPE EASEMENT NO.  
50857-3 IN FAVOR OF  
CONTRA COSTA COUNTY  
PER 19039 OR 825.

STATE HIGHWAY 4




**PARCEL 'A'**  
(PMW 07-04)  
(2007-0190341)

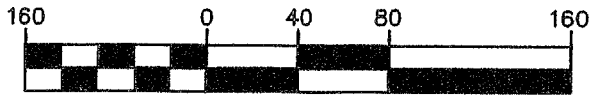
POC  
S28°14'20"W  
114.97'  
POB  
3.99'  
S28°14'20"W

**PARCEL 'A'**  
(PMW 07-08)  
(2015-0126178)

**LEGEND**

POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING

 QUITCLAIM AREA = 28,639 SQ.FT.



( IN FEET )  
1 INCH = 80 FT.

**SLOPE EASEMENT QUITCLAIM**

**ISAKSON & ASSOCIATES INC.**  
2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598  
PHONE (925) 937-9333

**EXHIBIT 'B'**

CHECKED BY: DOI

DRAWN BY: JDVL

JOB NO. 201422

SCALE: 1" = 80'

DATE: 12-27-2018

SHEET 1 OF 1

Recorded at the request of:  
West Coast Home Builders, Inc.

After recording return to:  
West Coast Home Builders, Inc.  
4021 Port Chicago Highway  
Concord, CA 94520

Attn: Legal Department

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_  
Due to: \_\_\_\_\_

Portion of APN 091-050-047

## QUITCLAIM DEED OF EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged,

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

**Does hereby remise, release and forever quitclaim to WEST COAST HOME BUILDERS, INC.,** a California corporation, the following described real property in the City of Pittsburg, County of Contra Costa, State of California,

**FOR DESCRIPTION AND PLAT SEE EXHIBITS 'A' AND 'B' ATTACHED HERETO AND MADE A PART HEREOF.**

CONTRA COSTA COUNTY

Date: \_\_\_\_\_

By \_\_\_\_\_  
John Gioia  
Chair, Board of Supervisors

STATE OF CALIFORNIA ) §  
COUNTY OF CONTRA COSTA ) §

On \_\_\_\_\_ 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

Quitclaim of Drainage Easement  
Adjacent to State Highway 4  
To West Coast Home Builders  
Portion of APN 091-050-047

## Exhibit "A"

All that property situate in the City of Pittsburg, County of Contra Costa, State of California, being all of PARCEL 4 (50857-4) as described in the Final Order of Condemnation recorded on October 13, 1993 as Document #93-285504 in Book 19039 at page 825, Contra Costa County Records, as follows:

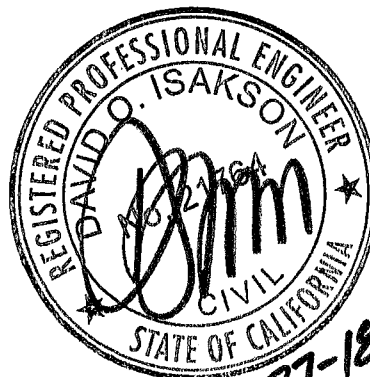
"AN EASEMENT FOR DRAINAGE MITIGATION PURPOSES, AND INCIDENTS THERETO, UPON, OVER AND ACROSS THAT CERTAIN REAL PROPERTY DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 16, T.2 N. R. 1 W. , M.D.B. & M. , MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 16, BEING A FOUND IRON PIPE WITH TAG MARKED RCE 9622; THENCE SOUTH 0° 52' 03" WEST ALONG THE MID SECTION LINE 1655.60 FEET; THENCE LEAVING SAID MID SECTION LINE THROUGH THE FOLLOWING COURSES:

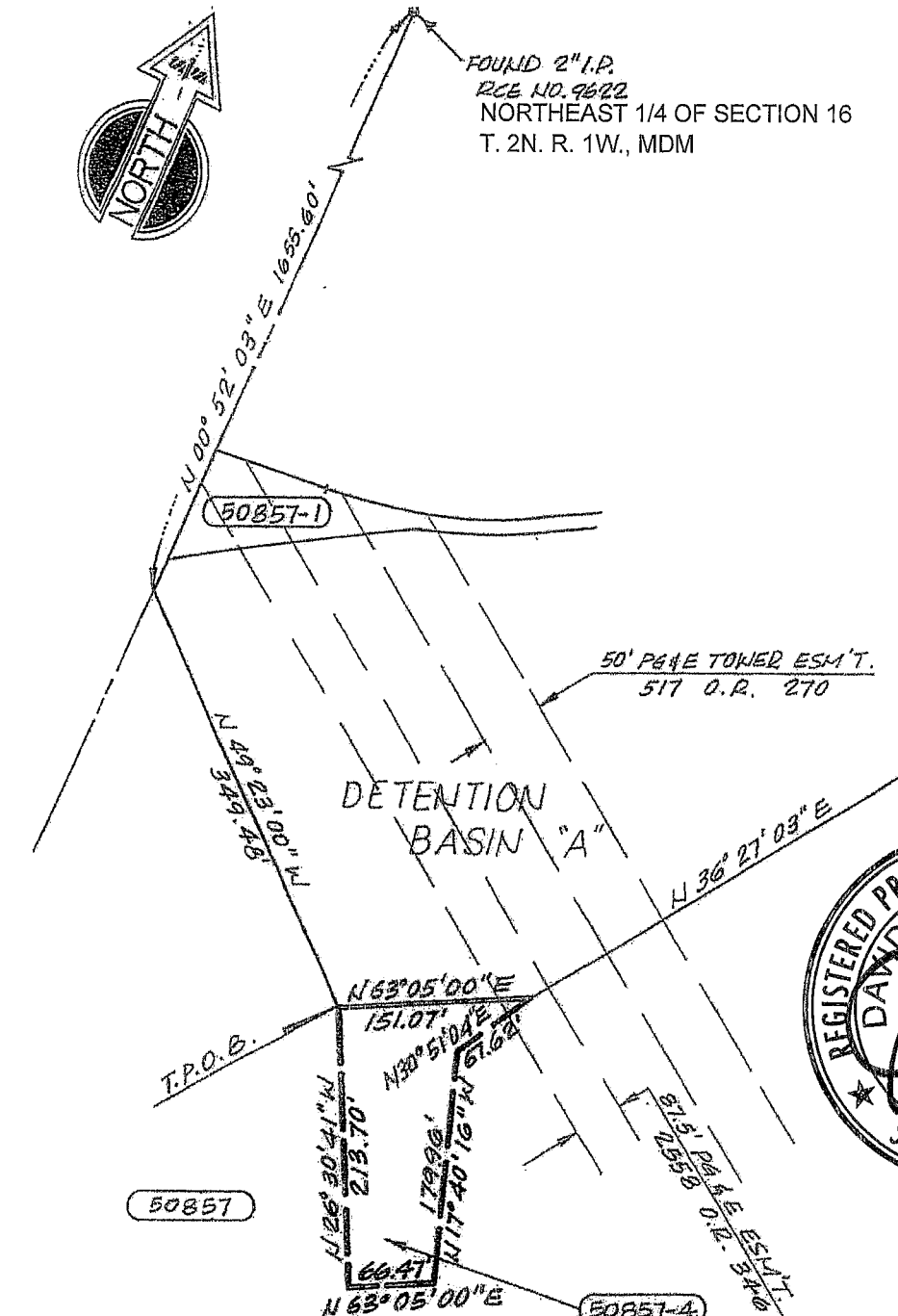
SOUTH 49° 23' 00" EAST 349.48 FEET TO THE TRUE POINT OF BEGINNING OF THIS DECIPTION; THENCE NORTH 63° 05' 00" EAST 151.07 FEET; THENCE SOUTH 30° 51' 04" WEST 67.62 FEET; THENCE SOUTH 17° 40' 16" EAST 179.96 FEET; THENCE SOUTH 63° 05' 00" WEST 66.47 FEET; THENCE NORTH 26° 30' 41" WEST 213.70 FEET TO SAID TRUE POINT OF BEGINNING"

Exhibit "B" ; a plat is attached hereto and by this reference made a part hereof.



12-27-18

EXHIBIT " B "



FOUND 2" I.P.  
 RCE NO. 9622  
 NORTHEAST 1/4 OF SECTION 16  
 T. 2N. R. 1W., MDM

50857-1

50' P&E TOWER ESM'T.  
 517 O.R. 270

DETENTION  
 BASIN "A"



12-27-18

50857

50857-4

WEST COAST HOME BUILDERS  
 96-0018766  
 FEB. 1, 1996

DRAINAGE  
 MITIGATION  
 EASEMENT  
 18,684 S.F.

Drawn EP Job 3951-03 Checked CRP  
 Scale 1" = 50' Date 8-27-91 Parcel 50857-4



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: Construction Contract for the Byron Highway Traffic Safety Improvements Project, Byron area.

---

**RECOMMENDATION(S):**

(1) APPROVE plans, specifications, and design for the Byron Highway Traffic Safety Improvements Project, Byron area. (County Project No.0662-6R4011, Federal Project No. HSIPL-5928(131) (District III)

(2) DETERMINE that A. Teichert & Son., Inc., d/b/a Teichert Construction (Teichert), the lowest apparent bidder, made a mistake in filling out its bid and gave timely notice of the mistake, and CONSENT to relieve Teichert of the bid because of the mistake, pursuant to Public Contract Code Section 5101.

(3) DETERMINE that the bid submitted by Bay Cities Paving & Grading, Inc. ("Bay Cities"), exceeded the Disadvantaged Business Enterprise (DBE) Goal for this project and that Bay Cities has submitted the lowest responsive and responsible bid for this project.

(4) AWARD the construction contract for the above project to Bay Cities in the listed amount (\$3,044,868.50) and the unit prices submitted in the bid, and DIRECT that Bay Cities shall present two good and sufficient surety bonds, as indicated below, and that the Public Works Director, or designee, shall prepare the contract.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Kevin Emigh,  
925.313.2233

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

By: , Deputy

cc:



RECOMMENDATION(S): (CONTD)

(5) ORDER that, after the contractor has signed the contract and returned it, together with the bonds as noted below and any required certificates of insurance or other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.

(6) ORDER that, in accordance with the project specifications and/or upon signature of the contract by the Public Works Director, or designee, any bid bonds posted by the bidders are to be exonerated and any checks or cash submitted for security shall be returned.

(7) ORDER that, the Public Works Director, or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

(8) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.

(9) DELEGATE, pursuant to Labor Code Section 6705, to the Public Works Director or to any registered civil or structural engineer employed by the County the authority to accept detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection during trench excavation covered by that section.

(10) DECLARE that, should the award of the contract to Bay Cities be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:

The construction contract will be funded by 18.6% Federal Highway Safety Improvement Program (HSIP) Funds and 81.4% Local Road Funds.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Public Works Director. On March 19, 2019, the Public Works Department received bids from the following contractors:

**BIDDER, TOTAL AMOUNT, BOND AMOUNTS**

A. Teichert & Son, Inc., d/b/a Teichert Construction, \$2,282,700.00

Bay Cities Paving & Grading, Inc.: \$3,044,868.50 Payment: \$3,044,868.50; Performance: \$3,044,868.50

Ghilotti Bros., Inc., \$3,350,014.00

Granite Rock Company, \$3,545,296.00

On March 21, 2019, Teichert Construction, the lowest apparent bidder, gave timely written notice to the

County of a mistake made in the filling out of Teichert Construction's bid and requested to be relieved of the bid. The

Public Works Director recommends that the Board consent to relieve Teichert Construction of its bid pursuant to Public Contract Code Section 5101.

The bidder listed second above, Bay Cities, submitted the lowest responsive and responsible bid, which is \$305,145.50 less than the next lowest bid.

This is a federally funded project subject to a DBE contract goal and requirements. The Public Works Director has determined and reports that Bay Cities attained 23.7% DBE participation, which exceeds the DBE goal for this project and the Public Works Director recommends that the construction contract be awarded to Bay Cities.

The Public Works Director recommends that the bid submitted by Bay Cities, is the lowest responsive and responsible bid, and this Board so concurs and so finds.

The Board of Supervisors previously determined that the project is exempt from the California Environmental Quality Act (CEQA) as a Class 1(c) Categorical Exemption, and a Notice of Exemption was filed with the County Clerk on September 15, 2017.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, have been filed with the Clerk of the Board, and copies will be made available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

Construction of this project would be delayed, and the project might not be built.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: Construction Contract for the Marsh Creek Road Traffic Safety Improvements Project, Brentwood and Clayton areas.

---

**RECOMMENDATION(S):**

- (1) APPROVE plans, specifications, and design for the Marsh Creek Road Traffic Safety Improvements Project, Brentwood and Clayton areas. (County Project No.0662-6R4012, Federal Project No. HSIPL-5928(130) (District III & IV)
- (2) DETERMINE that the bid submitted by Dirt Dynasty, Inc. exceeded the Disadvantaged Business Enterprise (DBE) Goal for this project and that Dirt Dynasty has submitted the lowest responsive and responsible bid for this project.
- (3) AWARD the construction contract for the above project to Dirt Dynasty in the listed amount (\$874,191.20) and the unit prices submitted in the bid, and DIRECT that Dirt Dynasty shall present two good and sufficient surety bonds, as indicated below, and that the Public Works Director, or designee, shall prepare the contract.
- (4) ORDER that, after the contractor has signed the contract and returned it, together with the bonds as noted below and any required certificates of insurance or other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Kevin Emigh,  
925.313.2233

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

(5) ORDER that, in accordance with the project specifications and/or upon signature of the contract by the Public Works Director, or designee, any bid bonds posted by the bidders are to be exonerated and any checks or cash submitted for security shall be returned.

(6) ORDER that, the Public Works Director, or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

(7) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.

(8) DELEGATE, pursuant to Labor Code Section 6705, to the Public Works Director or to any registered civil or structural engineer employed by the County the authority to accept detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection during trench excavation covered by that section.

(9) DECLARE that, should the award of the contract to Dirt Dynasty be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:

The construction contract will be funded by 83% Federal Highway Safety Improvement Program (HSIP) Funds, 17% East County Regional Area of Benefit Funds.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Public Works Director. On March 19, 2019, the Public Works Department received bids from the following contractors:

BIDDER, TOTAL AMOUNT, BOND AMOUNTS

Dirt Dynasty, Inc.: \$874,191.20 Payment: \$874,191.20; Performance: \$874,191.20

Gruendl Inc., d/b/a Ray's Electric, \$940,116.00

The bidder listed first above, Dirt Dynasty, submitted the lowest responsive and responsible bid, which is \$65,924.80 less than the next lowest bid.

This is a federally funded project subject to a DBE contract goal and requirements. The Public Works Director has determined and reports that Dirt Dynasty attained 61% DBE participation, which exceeds the DBE goal for this project and the Public Works Director recommends that the construction contract be awarded to Dirt Dynasty.

The Public Works Director recommends that the bid submitted by Dirt Dynasty, is the lowest responsive and responsible bid, and this Board so concurs and so finds.

The Board of Supervisors previously determined that the project is exempt from the California Environmental Quality Act (CEQA) as a Class 1(c) Categorical Exemption, and a Notice of Exemption was filed with the County Clerk on May 25, 2018.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, have been filed with the Clerk of the Board, and copies will be made available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

Construction of this project would be delayed, and the project might not be built.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: Correct an error on Resolution No. 2016/599 for road acceptance RA12-01250, San Ramon (Dougherty Valley) area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/98 to correct an error on Resolution No. 2016/599 for road acceptance RA12-01250, for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The road lengths for Trumpet Vine Lane and Zinnia Court were noted incorrectly in Resolution No. 2016/599 of November 15, 2016. The correct road lengths for Trumpet Vine Lane and Zinnia Court respectively are 0.27 miles and 0.092 miles dedicated for public use.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Randolph Sanders  
(925)313-2111

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Alex Lopez - Engineering Services, Renee Hutchins - Records, Jim Stein - Surveys, Chris Lau - Maintenance, Liza Mangabay - Finance, Chris Low - City of San Ramon, Shapell Homes, a Division of Shapell Industries, Inc.

CONSEQUENCE OF NEGATIVE ACTION:

The incorrect road lengths will remain incorrect which are dedicated for public use.

ATTACHMENTS

Resolution No. 2019/98

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

Adopted this Resolution on 04/09/2019 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2019/98**

IN THE MATTER OF correcting an error on Resolution No. 2016/599 for road acceptance RA12-01250, for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS the Public Works Director has notified this Board that certain information on the following Board Resolution was incorrect.

NOW, THEREFORE, BE IT RESOLVED that, on the recommendation of the Public Works Director, the following resolution is hereby CORRECTED:

Accepting improvements, dedicated for public use and dedicated by separate instrument, for road acceptance RA12-01250 (Resolution No. 2016/599):

Road Lengths AS ACCEPTED:

Road Name: Trumpet Vine Lane Length (miles): 0.31

Road Name: Zinnia Court Length (miles): 0.56

Road Lengths AS CORRECTED:

Road Name: Trumpet Vine Lane Length (miles): 0.27

Road Name: Zinnia Court Length (miles): 0.092

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: Randolph Sanders (925)313-2111**

**ATTESTED: April 9, 2019**

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

By: , Deputy

**cc:** Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Alex Lopez - Engineering Services, Renee Hutchins - Records, Jim Stein - Surveys, Chris Lau - Maintenance, Liza Mangabay - Finance, Chris Low - City of San Ramon, Shapell Homes, a Division of Shapell Industries, Inc.





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: Adopt Resolution Requesting that the Flood Control District Adopt Annual Parcel Assessments for the County's Watershed Program. Project #7517-6W7091

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/105 establishing a rate of \$30 per Equivalent Runoff Unit (ERU) for Stormwater Utility Area 17 (Unincorporated County) for Fiscal Year 2019–2020 and requesting that the Contra Costa County Flood Control and Water Conservation District (FC District) adopt annual parcel assessments for drainage maintenance and the National Pollutant Discharge Elimination System Program, Countywide.

**FISCAL IMPACT:**

The 2019–2020 rate per ERU is the same as that set for fiscal year 2018–2019. Therefore, there will be no change in rate for Unincorporated County property owners. The unincorporated area of Contra Costa County will produce approximately \$3,479,000, which will be used to implement the Unincorporated County's Watershed Program. All associated costs funded 100% by Stormwater Utility Area 17 Funds.

**BACKGROUND:**

The Clean Water Program consists of the County, Contra Costa cities, and the FC District working together to prevent, reduce, or eliminate the discharge of pollutants into the storm drain system, including creeks and other natural waterways. The Clean Water Program was

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Michelle Cordis, (925)  
313-2381

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

By: , Deputy

cc: Laura Strobel, County Administrator's Office, Bob Campbell, County Auditor–Controller's Office, Dorothy Lim, County Auditor–Controller's Office, Tim Jensen, Flood Control, Michelle Cordis, Flood Control, Cece Sellgren, County Watershed Program, Patrick Melgar, Flood Control, Catherine Windham, Flood Control

## BACKGROUND: (CONT'D)

established in response to changes in the Federal Clean Water Act. The Program is known at the federal level as the National Pollutant Discharge Elimination System (NPDES) Program. In order to be in compliance with the current NPDES permit, Clean Water Program participants implement a Stormwater Management Plan stipulating a set of activities and a performance or service level. The Stormwater Management Plan is a major component of the Joint Municipal NPDES Stormwater Permit with the California Regional Water Quality Control Boards and is paid for with stormwater utility fee assessments. Adoption of the attached resolution will begin the annual process of assessment adoption.

The Board of Supervisors is being asked to set a rate of \$30 for one ERU in the Unincorporated County areas and to request that the FC District adopt the stormwater utility assessment. (The FC District is the only entity under state law with legal authority to assess this particular assessment.)

The Public Works Department coordinates the County Watershed Program for the County. Examples of how the assessment is being spent in the current year include:

1. General drainage maintenance to remove debris and sediment from County storm drain systems, flood control channels, and creeks.
2. Targeted street sweeping throughout the County.
3. Work with County Building Inspection and Public Works inspectors and construction companies/contractors to reduce construction contaminants, such as paint, cement, oil/fuels, and soil erosion from entering storm drains and creeks.
4. Encourage Planners and the development community to use new designs that will reduce contaminated stormwater runoff.
5. Educate the public on the benefits of reducing pesticides and other toxic household product use and their proper disposal.
6. Educate County Engineers and Maintenance staff on flood control design, construction, and maintenance practices that protect water quality and preserve natural watershed habitats.
7. Inspection of industrial and commercial businesses for evidence that spill prevention, equipment maintenance and cleaning, waste handling and disposal, and other business practices are done in a manner that minimizes stormwater contamination.
8. Educate marina operators and their marina users through a marina program.

## CONSEQUENCE OF NEGATIVE ACTION:

If the rate per ERU is not set for the coming fiscal year, funds will not be available for the County's Watershed Program to comply with the Joint Municipal NPDES Stormwater Permit. The Regional Water Quality Control Boards have the authority to issue fines of up to \$10,000 per day against those municipalities that do not comply with the Permit and fail to implement their Stormwater Management Plans.

## ATTACHMENTS

Resolution No. 2019/105

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

Adopted this Resolution on 04/09/2019 by the following vote:

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



**Resolution No. 2019/105**

In The Matter of: ESTABLISH the rate per equivalent runoff unit for Stormwater Utility Area 17 (Unincorporated County) for Fiscal Year 2019–2020 and request that the Contra Costa County Flood Control and Water Conservation District (FC District) ADOPT an annual parcel assessment for drainage maintenance and the National Pollutant Discharge Elimination System (NPDES) Program, Countywide.

The Board of Supervisors of Contra Costa County RESOLVES THAT;

WHEREAS, under the Federal Water Pollution Control Act, prescribed discharges of stormwater require a permit from the appropriate California regional water quality board under the NPDES Program; and

WHEREAS, the COUNTY of CONTRA COSTA (County) did apply for, and did receive, an NPDES permit, which requires the implementation of selected Best Management Practices (BMPs) to minimize or eliminate pollutants from entering stormwaters; and

WHEREAS, it is the intent of the County to utilize funds received from its Stormwater Utility Area (SUA) for implementation of the NPDES Program and drainage maintenance activities; and

WHEREAS, at the request of the County, the FC District has completed the process for formation of an SUA, including the adoption of the Stormwater Utility Assessment Drainage Ordinance NO. 93-47; and

WHEREAS, the SUA and Program Group Costs Payment agreement between the County and the FC District requires that the County determine the rate to be assessed to a single Equivalent Runoff Unit (ERU) for the forthcoming fiscal year in the Unincorporated County; and

NOW, THEREFORE BE IT RESOLVED, that the County Board of Supervisors does determine that the rate to be assigned to a single ERU for Fiscal Year 2019–2020 shall be set at \$30.

BE IT FURTHER RESOLVED, that the County Board of Supervisors does hereby request the FC District to adopt SUA 17 levies based on said amount.

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: Michelle Cordis, (925) 313-2381**

**ATTESTED: April 9, 2019**

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

By: , Deputy

**cc:** Laura Strobel, County Administrator's Office, Bob Campbell, County Auditor–Controller's Office, Dorothy Lim, County Auditor-Controller's Office, Tim Jensen, Flood Control, Michelle Cordis, Flood Control, Cece Sellgren, County Watershed Program, Patrick Melgar, Flood Control, Catherine Windham, Flood Control



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: April 9, 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 Kevin Wheeler and Cynthia Wheeler for a T-hangar at Buchanan Field Airport effective April 1, 2019 in the monthly amount of \$370.00, Pacheco area (District IV).

**FISCAL IMPACT:**

The Airport Enterprise Fund will realize \$4,440.00 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.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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**"), **Kevin Wheeler and Cynthia Wheeler** ("**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-9** 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 \$ 370.00 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: Keith Freitas, Airports Director  
Date: April 9, 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 Randy Potter for a T-hangar at Buchanan Field Airport effective April 10, 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

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

Action of Board On: **04/09/2019**  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: April 9, 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)

responsible for the maintenance and property management of the property during the lease period.

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 10, 2019 ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), Randy Potter ("**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-18 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 10, 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: Sharon Offord Hymes, Risk Manager  
Date: April 9, 2019

Subject: Final Settlement of Claim, Carlos Francies vs. Contra Costa County

---

**RECOMMENDATION(S):**

RECEIVE this report concerning the final settlement of Carlos Francies (deceased) vs. Contra Costa County and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$100,000.

**FISCAL IMPACT:**

Workers' Compensation Internal Service Fund payment of \$100,000.

**BACKGROUND:**

Attorney Mark A. Cartier, defense counsel for the County, has advised the County Administrator that within authorization, an agreement has been reached settling the workers' compensation claim of Carlos Francies (deceased) v. Contra Costa County. The Board's March 19, 2019 vote was: Supervisors Gioia, Andersen, Mitchoff and Glover - Yes. Supervisor Burgis - Absent. This action is taken so that the terms of the final settlement and the earlier March 19, 2019 closed session vote of this Board authorizing its negotiated settlement is known publicly.

**CONSEQUENCE OF NEGATIVE ACTION:**

Case will not be settled.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Sharon Hymes-Offord  
(925) 335-1400

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

By: , Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 9, 2019

Subject: Claims

---

**RECOMMENDATION(S):**

DENY claims filed by Tomas DeLeon and Ina Elaine Williams. DENY amended claim filed by Ina Elaine Williams. DENY late claims filed by Evelyn Esquivel and Willow Pass Business Park Maintenance.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Tomas DeLeon: Property claim for damage to vehicle from alleged roadway hazard in the amount of \$2,288.

Ina Elaine Williams: Personal injury claim for a trip and fall in the amount of \$1,000,000.

Evelyn Esquivel, a minor: Request that Board of Supervisors accept a late claim involving alleged medical negligence.

Willow Pass Business Park Maintenance: Request that Board of Supervisors accept a late claim involving alleged property damage arising out of roadwork.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Scott Selby  
925.335.1400

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: April 9, 2019

Subject: DWR's State Water Project Contract Validation Action - Joint Defense Agreement and Legal Services Contracts

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Counsel, or designee, to execute, on behalf of the County and the Contra Costa County Water Agency, a joint defense and fee allocation agreement with other public agencies, and legal service contracts with The Freeman Firm and the Law Office of Roger B. Moore, all effective January 1, 2019, in connection with *California Department of Water Resources v. All Persons Interested in the Matter, etc.*, Sacramento County Superior Court Case No. 34-2018-00246183.

**FISCAL IMPACT:**

The County and Water Agency will be jointly responsible for one-seventh of the attorneys' fees and costs charged by The Freeman Firm and the Law Office of Roger B. Moore to represent the co-defendants in the litigation.

**BACKGROUND:**

The County and the Water Agency are defendants in *California Department of Water Resources v. All Persons Interested in the Matter, etc.*, Sacramento County Superior Court Case No. 34-2018-00246183, filed December

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019**  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: April 9, 2019

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

Contact: Stephen M. Siptroth, Deputy County Counsel, (925) 335-1817

By: , Deputy

cc:

BACKGROUND: (CONT'D)

11, 2018. This Board Order authorizes the County Counsel, or her designee, to execute three agreements in connection with the lawsuit.

The joint defense and fee allocation agreement will be executed by the following co-defendants in the case - Butte County, Contra Costa County, the Contra Costa County Water Agency, Plumas County, the Plumas County Flood Control and Water Conservation District, San Joaquin County, Solano County, Yolo County, Central Delta Water Agency, and Local Agencies of the North Delta (LAND). This agreement authorizes the co-defendants to share privileged litigation-related communications and documents and describes how the co-defendants will pay the attorneys' fees and costs incurred in the litigation.

All of the above agencies, except LAND, will be represented by two law firms - The Freeman Firm and the Law Office of Roger B. Moore. The contracts for legal services with The Freeman Firm and the Law Office of Roger B. Moore authorize those law firms to represent all of the above agencies, except LAND, in this lawsuit. Under these contracts, the County and Water Agency, together, will be jointly responsible for paying one-seventh of all attorneys' fees and costs charged by the two law firms.

CONSEQUENCE OF NEGATIVE ACTION:

The County and Water Agency would not be represented by these law firms, and there would be no agreement regarding the sharing of privileged documents and communications among the co-defendants in this lawsuit.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: April 9, 2019

Subject: Public report of litigation settlement agreements that became final during the period of March 1, 2019, through March 31, 2019.

---

**RECOMMENDATION(S):**

RECEIVE public report of litigation settlement agreements that became final during the period of March 1, 2019, through March 31, 2019, as recommended by County Counsel.

**FISCAL IMPACT:**

Settlement amounts are listed below.

**BACKGROUND:**

Three agreements to settle pending litigation, as defined in Government Code section 54956.9, became final during the period of March 1, 2019, through March 31, 2019.

Scott Hamers v. County of Contra Costa, et al., C.C.C. Sup. Ct. Case No. C16-01435. On March 12, 2019, the Board approved settlement of this personal injury lawsuit. The Board authorized settlement in the amount of \$175,000, inclusive of attorneys fees and costs, in closed session by a 4-0 vote, Supervisor Burgis absent. The settlement agreement was fully executed on March 19, 2019. The funding source is the Risk Management Liability Internal Service Fund.

Queen Bayless-Jackson and Robert Jackson v. Aaron Hayashi, M.D., et al., C.C.C. Sup. Ct. Case No. C17-01576. On February

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Thomas Geiger, (925)  
335-1800

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

By: , Deputy

cc: Thomas Geiger, Assistant County Counsel, Denise Rojas, Interim Risk Manager



BACKGROUND: (CONT'D)

26, 2019, the Board approved settlement of this medical malpractice lawsuit. The Board authorized settlement in the amount of \$75,000, inclusive of attorneys fees and costs, in closed session by a 4-0 vote, Supervisor Burgis absent. The settlement agreement was fully executed on March 19, 2019. The funding source is the Risk Management Medial Malpractice Internal Service Fund.

In re Claim of Kerry and Michael Harris. On February 26, 2019, the Board approved settlement of this medical malpractice claim. The Board authorized settlement in the amount of \$65,000, inclusive of attorneys fees and costs, in closed session by a 4-0 vote, Supervisor Burgis absent. The settlement agreement was fully executed on March 20, 2019. The funding source is the Risk Management Medial Malpractice Internal Service Fund.

This report includes final settlements of litigation matters handled by the Office of the County Counsel. This report does not include litigation settlements that were reported by the Risk Management Division of the County Administrator's Office as a consent item on the Board's open session agenda.

CONSEQUENCE OF NEGATIVE ACTION:

The report would not be accepted.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: April 9, 2019

Subject: RESOLUTION to recognize the Delta Veterans Group for their outstanding work in the veteran communities

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/49 recognizing the Delta Veterans Group for their outstanding work in the veteran communities, as recommended by Supervisor Diane Burgis.

**FISCAL IMPACT:**

None

**BACKGROUND:**

None

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

Action of Board On: **04/09/2019**  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: April 9, 2019

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

Contact: Dawn Morrow,  
925-252-4500

By: , Deputy

cc:

ATTACHMENTS

Resolution

2019/49

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

Adopted this Resolution on 04/09/2019 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2019/49**

Recognizing the Delta Veterans Group for their outstanding work in the veteran communities.

WHEREAS, Delta Veterans Group's mission to bring together veteran's service organizations, remove the barriers between these organizations and to champion support for veterans in the California Delta area, focusing on Contra Costa County; and WHEREAS, Delta Veterans Group was founded in 2012 by Gerald "JR" Wilson; and WHEREAS, Delta Veterans Group is hosting a homeless veteran stand down in East Contra Costa County called "Stand Down on the Delta"; and WHEREAS, Stand Down on the Delta will take place September 20 - September 24, 2019 at the Contra Costa County Fairgrounds in Antioch, California; and WHEREAS, Support from local communities will ensure all homeless veterans receive much-needed services of care; and WHEREAS, Delta Veterans Group's goal is to assist homeless veterans and end the cycle of homelessness in the veteran community; and WHEREAS, Delta Veterans group has provided over 650 veterans and their families with much needed services free of charge; and WHEREAS, Delta Veterans Group continues to make a difference in the lives of veterans by reminding them they are not forgotten; and WHEREAS, Delta Veterans Group is a resource to all those who served.

Now, Therefore be it resolved, that the Board of Supervisors of Contra Costa County does hereby recognize the Delta Veterans Group for their continued commitment and dedication to restoring the lives of veterans affected by homelessness.

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: Dawn Morrow, 925-252-4500**

**ATTESTED: April 9, 2019**

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

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: Diana Becton, District Attorney  
Date: April 9, 2019

Subject: National Crime Victims' Rights Week April 7-13, 2019

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/100 proclaiming April 7-13, 2019 as National Crime Victims' Rights Week in promotion of victims' rights and to recognize crime victims and those who advocate on their behalf.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

In April 1981, President Ronald Reagan proclaimed the first national "Crime Victims Week." National Crime Victims' Rights Week offers an opportunity to renew our commitment to crime victims by strengthening our partnerships and creating new ones, upholding the constitutional mandates of Marsy's Law and mobilizing organizations and their leaders to continue the commitment to crime victims and the safety of our community.

In commemoration of National Crime Victims' Rights Week, the Contra Costa County District Attorney's Office will host a special ceremony on April 9, 2019 from 10:30-12 in the Community Room located at 900 Ward Street, Martinez to recognize the following individuals for their service to crime victims, their bravery and their resilience.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Phyllis Redmond  
(925)957-2259

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

Clerical Staff Laura Muro

Crime Victim Advocate Sandra Gutierrez-Banales

DA Investigations Rick Rivera

Law Enforcement Detective Joseph Nunemaker- Brentwood Police Department

Probation Officer Nancy Kenoyer

Deputy District Attorney Alison Chandler

Making a Difference Sarah Alpert

Above and Beyond Jesse Gregory

Special Courage Juliann Marlang

CONSEQUENCE OF NEGATIVE ACTION:

Would demonstrate a lack of commitment to crime victims.

ATTACHMENTS

Resolution 2019/100

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

In the matter of:

**Resolution No. 2019/100**

National Crime Victims' Rights Week 2019

Whereas, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment to a more equitable and supportive response to victims; and  
Whereas, this commemorative week celebrates the energy, perseverance and commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims; and  
Whereas, crime can leave a lasting impact on any person, regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status; and  
Whereas, incorporating communities' existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime; and  
Whereas, with the unwavering support of their communities and victim service providers behind them, survivors will be empowered to face their grief, loss, fear, anger and hope without fear of judgment, and will feel understood, heard, and respected; and  
Whereas, serving victims and rebuilding their trust restores hope to victims and survivors, as well as supports thriving communities; and  
Whereas, engaging a broader array of healthcare providers, community leaders, faith organizations, educators and businesses can provide new links between victims and services that improve their safety, healing, and access to justice; and  
Whereas, honoring the rights of victims, including the rights to be heard and to be treated with fairness, dignity, respect, and working to meet their needs rebuilds their trust in the criminal justice and social service systems in the aftermath of crime; and  
Whereas, Contra Costa County is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future of all victims and survivors.

**Now, Therefore, Be It Resolved** that Board of Supervisors proclaims the week of April 7-13, 2019, as Crime Victims' Rights Week, reaffirming the County's commitment to creating a victim service and criminal justice system response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

---

**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: April 9, 2019

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: April 9, 2019

Subject: Recognizing the 100th Anniversary of the North Richmond Missionary Baptist Church

---

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Robert Rogers  
510.231.8688

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

By: , Deputy

cc:

ATTACHMENTS

Resolution

2019/99

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

In the matter of:

**Resolution No. 2019/99**

**Recognizing the 100th Anniversary of the North Richmond Missionary Baptist Church**

Whereas, The North Richmond Missionary Baptist Church was formed in 1919 by Reverend G.C. Coleman; the first officials were Willie Miles, Jack Robinson, and Frank Washington, serving as Deacons; and

Whereas, in 1921, the cornerstone was laid for the church building and North Richmond Missionary Baptist Church became the first Negro Baptist Church in Contra Costa County, and in this same year, Reverend Henry Holmes was appointed Pastor; and

Whereas, Reverend Henry Holmes resigned as pastor in 1925. A rotation of ministers preached each Sunday, Reverends Grant Robinson, Saunders, David Lewis, and Frazier. In 1931, field missionary Reverend John Henry Moore recommended Reverend Fred W. Watkins become pastor. In April, 1932, Reverend Fred W.

Watkins was selected as Pastor of the North Richmond Missionary Baptist Church. Watkins successfully led the church through the Depression and World War II.

Watkins served as Pastor for 25 years, and encouraged member involvement in local, civic, social as well as political organizations and was viewed as a mentor and elder statesman to ministers in California and other parts of the country; and

Whereas, the church has been remodeled twice, and in 1965, a new edifice was built and remains on the same site today; and

Whereas, Reverend Charles W. Newsome was elected and installed as pastor on June 18, 1967, where he served faithfully for 38 years. On December 4, 1977, a mortgage ceremony was held to celebrate paying off the church mortgage. Reverend Charles W. Newsome encouraged members to be civically active and pursue District and State offices. He brought a vision of spiritual empowerment, civic responsibility, and community involvement to the congregation; and

Whereas, partnerships with local churches and organizations created programs and services that involved the congregation with: Interracial Interdenominational Day, Juvenile Hall, Children of Prisoners, National Military Appreciation, STOP (Steps to Offer Prevention) Training, National Highway Traffic Safety Programs, American Bible Study Youth Conferences and the Fire Department Youth Academy. Grand openings of the North Richmond Community Resource Center and the F.W. Watkins Library, also occurred under his tutelage; and

Whereas, in 2004 Reverend Newsome retired and assumed the position of Pastor Emeritus. Reverend Dana Keith Mitchell, Sr., the director of Christian Education, became Interim Pastor. In July 2005, Reverend Mitchell was elected Pastor. He came with a vision for rebuilding and a compassion for teaching God's Word; and

Whereas, under Reverend Mitchell's leadership the following new ministries have been organized: Young Adult, Sanctuary Choir, Security, Men and the Elder Board. Reverend Mitchell has forged partnerships that have a direct impact on the needs of the community, including the American Red Cross Disaster Team, Make a Difference Day, Community Health Fairs, Youth Basketball Tournaments, and the North

Richmond Community Garden.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors of Contra Costa County congratulates North Richmond Missionary Baptist Church on a century of service in the community of North Richmond, and thanks those who have led and worshipped at this church over the years for their lasting contributions to Contra Costa County.

\_\_\_\_\_  
**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: April 9, 2019

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 9, 2019

Subject: Child Abuse Prevention Month

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/108 recognizing April 2019 as Child Abuse Prevention month, as recommended by the Employment and Human Services Director.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Kathy Gallagher  
608-4901

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

By: , Deputy

cc:

ATTACHMENTS

Resolution

2019/108

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

In the matter of:

**Resolution No. 2019/108**

**Child Abuse Prevention Month**

WHEREAS, as a community, we have a responsibility to nurture and protect our children and help ensure they become healthy and productive adults; and

WHEREAS, child abuse and neglect affect children of all ages, races, and income, and is 100 percent preventable; and

WHEREAS, in Contra Costa County, the Child Abuse Prevention Council (CAPC) and Child Protective Services, a program of Children and Family Services within the Employment and Human Services Department, collaborate to protect children through preventive services, response, intervention, and investigation; and

WHEREAS, using the Strengthening Families Framework, Five Protective Factors, and other prevention programs and resources, Contra Costa's CAPC educates and supports parents, children and our community members in order to break the cycle of and stop child abuse; and

WHEREAS, CAPC, along with our prevention partners, is keeping kids safe and leading the County's efforts to protect children and strengthen families through work designed to educate, protect and prevent; and

WHEREAS, despite outreach and community efforts, the rising number of reported child abuse cases remains a great concern, and highlights the need for increased protection and improved services for abused and neglected children; and

WHEREAS, in 2018, Children and Family Services in Contra Costa County assessed and investigated more than 7,700 referrals of children potentially in danger; and

WHEREAS, in 2018, there were 786 substantiated instances of child maltreatment in Contra Costa County; and

WHEREAS, most experts believe the number of incidents of abuse are far greater than what is reported; and

WHEREAS, early intervention is critical for preventing abuse and can positively impact at-risk families, protecting children; and

WHEREAS, all members of the community have a role to play in strengthening families by offering parents the education, support, and skills needed to provide healthy, safe and nurturing homes for their children; and

WHEREAS, in Contra Costa County there are numerous committed agencies, parents, relatives, community volunteers, public policymakers and professionals who collaborate to eliminate child abuse and give our children hope, security and safety.

**NOW, THEREFORE, BE IT RESOLVED** that the Contra Costa County Board of Supervisors joins in proclaiming April, 2019, to be "Child Abuse Prevention Month", and recognizes the Child Abuse Prevention Council and Children and Family Services of the Employment and Human Services Department for their efforts and dedication to preventing child abuse in Contra Costa County.

---

**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: April 9, 2019

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: April 9, 2019

Subject: Recognizing Phyllis Redmond for her Contributions to Victims' Rights

---

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Gayle Israel -  
957-8860

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

By: , Deputy

cc:

ATTACHMENTS

Resolution

2019/116

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

In the matter of:

**Resolution No. 2019/116**

**Recognizing Phyllis Redmond for her Contributions to Victims' Rights**

Whereas, Phyllis Redmond has been a prosecutor for Contra Costa County since 1989. She has served in virtually every prosecution unit in the office. She was promoted to Senior Deputy District Attorney in 2012. She was again promoted to second in command of the Office of the District Attorney in 2017.

Whereas, Throughout her career, Phyllis has devoted her efforts to bringing justice to crime victims in our community, and for the past seven years, has supervised the Victim/Witness Unit of the office. Phyllis developed the unit, tripling the amount of staff to support victims in Contra Costa County. She recruited a diverse group of victim advocates and clerical support and added an additional restitution specialist to better address the needs of crime victims in our community.

Whereas, Phyllis secured additional grant funding to address underserved communities including children and youth impacted by violent crime in both ends of our county as well as victims of human trafficking and elder abuse. Victim advocates are now assigned to every District Attorney's Office in the County as well as the Richmond and Pittsburg Police Departments and both Family Justice Centers, providing services and support to thousands of victims of crime.

Whereas, Phyllis was instrumental in formulating county policy to enforce every crime victims' Constitutional right to restitution. During her oversight, the office of the District Attorney has recovered hundreds of thousands of dollars on behalf of crime victims.

Whereas, Phyllis, together with victim advocates, shaped the annual District Attorney victim recognition campaign into a movement focused on Victims' Rights in Contra Costa County.

Whereas, Phyllis' commitment to victims of crime has been unwavering, and even in her current assignment as Chief Assistant District Attorney, she spent numerous hours collaborating in the design and writing of the federal Human Trafficking Task Force grant that was awarded to Contra Costa County in 2018. This additional grant, thanks in part to Phyllis, will bring truly meaningful services to victims of Human Trafficking.

Now, therefore be it resolved that since she has truly been a champion for victims and victims' rights for the past 30 years, that the Board of Supervisors does hereby honor and thank Phyllis Redmond.

---

**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: April 9, 2019

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 9, 2019

Subject: Advisory Council on Aging Resignation, At Large Seat 10

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Kathryn Ames, DECLARE a vacancy in Member At Large Seat #10 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. Ames was appointed to Member At Large Seat #10, March 12, 2019. The seat expires September 30, 2020.

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.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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: April 9, 2019

Subject: Appointment to the North Richmond Waste and Recovery Mitigation Fee Committee

---

**RECOMMENDATION(S):**

Appoint Karen Garcia to the North Richmond Municipal Advisory Council (MAC) Representative alternate seat on the North Richmond Waste and Recovery Mitigation Fee Committee, as recommended by Supervisor Gioia, for a term ending December 31, 2022.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The North Richmond Waste and Recovery Mitigation Fee Committee (NRMFC) is charged with recommending annual expenditure plans for approval by the Richmond City Council and the County Board of Supervisors. These plans recommend allocation amounts for each proposed activity to be funded with jointly-administered revenue derived from a mitigation fee imposed by both the City and County "to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond and adjacent areas."

The North Richmond Waste and Recovery Mitigation Fee Committee includes seven member seats and four alternate seats. Of these eleven seats, six (6) are subject to appointments made by the City of Richmond. The County Board of Supervisors has authority to appoint representatives to the remaining five (5) seats, which are: District Supervisor; Supervisor's Alternate; two unincorporated resident representatives from the North Richmond Municipal Advisory Council (MAC); and one unincorporated resident Alternate for the North Richmond MAC members. This appointment has no term limit/length. Terms are concurrent to the

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Robert Rogers  
510.231.8688

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

By: , Deputy

cc:

appointee's term on the North Richmond MAC.



BACKGROUND: (CONT'D)

The prior appointee, David Meza, resigned in May 2015 and this alternate seat has remained vacant since that time. The District 1 Supervisor is pleased to recommend Ms. Karen Garcia, an unincorporated resident who has been proudly serving on the North Richmond MAC, to fill this vacancy.

CONSEQUENCE OF NEGATIVE ACTION:

If the recommended appointment is not made, this Alternate Seat on the North Richmond Waste and Recovery Mitigation Fee Committee would remain vacant.

ATTACHMENTS

Garcia\_trainingcertificate



**Training Certification  
For  
Members of a County Advisory Body**

By signing below, I certify that on 3/4/19, I watched the entire Brown Act and Better Government Ordinance video, which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

By signing below, I certify that on 3/4/19, I watched the entire Ethics Orientation for County officials video which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

print →

sign →

Karen Garcia  
(Name of Member)

March 6, 2019  
(Date)

(NRMAC)  
North Richmond Municipal Advisory Council  
(Name of Advisory Body)

Unincorporated Resident  
(Member's Seat Name)

*Return this certification to the chair or staff of your advisory body. The advisory body staff should keep the original and send a copy to the Clerk of the Board of Supervisors. This certification should be included in your advisory body's annual report to the Board of Supervisors. All newly appointed members have 90 days to complete this training, and, it is recommended that the training be reviewed at two year intervals.*



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 9, 2019

Subject: Resignations from the Contra Costa Local Planning and Advisory Council for Early Care and Education

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Eric Peterson, Aurora Ruth, and Carolyn Johnson, DECLARE a vacancy in the Community 1 - West County, Discretionary Appointee 4 - West County, and Public Agency 1 - West County seats on the Local Planning and Advisory Council for Early Care and Education (LPC), and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Contra Costa County Office of Education and the LPC.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The Local Planning and Advisory Council for Early Care and Education (LPC) coordinates programs and services affecting early child care and education, including recommendations for the allocation of federal funds to local early child care and education programs.

The LPC consists of 20 members: 4 consumer representatives - a parent or person who receives or has received child care services in the past 36 months; 4 child care providers - a person who provides child care services or represents persons who provide child care services; 4 public agency representatives - a person who represents a city,

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Julia Taylor,  
925.335.1043

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

county, city and county, or local education agency; 4 community representatives - a person who represents an agency or business that provides private funding for child care services or who advocates for child care services through participation in civic or community based organizations; and, 4 discretionary appointees - a person appointed from any of the above four categories or outside of those categories at the discretion of the appointing agencies.

On September 10, 2018, Aurora Ruth notified the Contra Costa County Office of Education of resignation. The term for the Discretionary Appointee 4 - West County seat on the LPC expires April 30, 2019.

On February 18, 2019, Carolyn Johnson gave notice of resignation to Public Agency 1 - West County seat, which has a current term expiration of April 30, 2021.

Last, on March 8, 2019, Eric Peterson resigned from the Community 1 - West County seat, which expires April 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

The resignation will not be accepted and the vacancy will not be properly posted. This impairs the LPC's ability to conduct work.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: April 9, 2019

Subject: Reappoint Nick Despota to the District 1 seat of the Sustainability Commission

---

**RECOMMENDATION(S):**

Reappoint Nick Despota to the District 1 seat of the Sustainability Commission, to serve a term ending March 31, 2023, as recommended by Supervisor Gioia.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Sustainability Commission provides advice to staff and the Board on successful implementation of the Climate Action Plan, advise the Board on opportunities to realize equity and fairness across the diverse communities of CCC in sustainability programs, and provides suggestions on how to engage CCC residents and businesses on sustainability issues.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: James Lyons,  
510-231-8692

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: April 9, 2019

Subject: Reappoint Shoshana Wechsler to the District 1 Alternate seat of the Sustainability Commission

---

**RECOMMENDATION(S):**

Reappoint Shoshana Wechsler to the District 1 Alternate seat of the Sustainability Commission, to serve a term ending March 31, 2023, as recommended by Supervisor Gioia.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Sustainability Commission provides advice to staff and the Board on successful implementation of the Climate Action Plan, advise the Board on opportunities to realize equity and fairness across the diverse communities of CCC in sustainability programs, and provides suggestions on how to engage CCC residents and businesses on sustainability issues.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: James Lyons,  
510-231-8692

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: April 9, 2019

Subject: Appoint Joe Sarapochillo to Alternate Seat 2 of the El Sobrante Municipal Advisory Council

---

**RECOMMENDATION(S):**

Appoint Joe Sarapochillo to Alternate Seat 2 of the El Sobrante Municipal Advisory Council, to a term ending 12/31/2022, as recommended by Supervisor John Gioia.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The 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

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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)

the community. In this regard, the Council shall cooperate with 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 Supervisor's 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.

Supervisor Gioia recruits for his advisory body openings in a number of ways including through his website, blasts, newsletters, and the traditional media; interviewing eligible candidates.

ATTACHMENTS

Joe\_Sarapochillo\_Application



## Application Form

### Profile

#### Which Boards would you like to apply for?

El Sobrante Municipal Advisory Council: Submitted

#### Alternate

Seat Name (if applicable)

#### Describe why you are interested in serving on this advisory board/commission (please limit your response to one paragraph).

My wife and I purchased a home in El Sobrante in 2015 and are raising one young daughter with a second on the way. Having served on various committees and boards throughout my career, I realize the importance of civic duty. I look forward to the opportunity to serve on the El Sobrante Municipal Advisory Committee and contribute to our town on a service level. My previous volunteer advisory positions include: -Oakland Builders Alliance (2008 - Present): Construction Committee Chair, President, Current Vice President [www.oaklandbuildersalliance.org](http://www.oaklandbuildersalliance.org) -Boy Scouts of America (2010) - Peralta District Chairman

#### This application is used for all boards and commissions

Joe

First Name

Sarapochillo

Middle Initial

Last Name

joe@skbuilderinc.com

Email Address

3802 La Colina Rd.

Home Address

Suite or Apt

El Sobrante

City

CA

State

94803

Postal Code

Mobile: (415) 798-0614

Primary Phone

SK Builders, Inc.

Employer

CEO

Job Title

Construction Management & General Contracting

Occupation

#### Do you, or a business in which you have a financial interest, have a contract with Contra Costa Co.?

Yes  No

#### Is a member of your family (or step-family) employed by Contra Costa Co.?

Yes  No

### Education History

**Select the highest level of education you have received:**

---

High School Diploma

\_\_\_\_\_  
If "Other" was Selected Give Highest Grade or  
Educational Level Achieved

---

**College/ University A**

City College of San Francisco

\_\_\_\_\_  
Name of College Attended

Humanities

\_\_\_\_\_  
Course of Study / Major

\_\_\_\_\_  
Units Completed

**Type of Units Completed**

---

None Selected

**Degree Awarded?**

---

Yes  No

AA

\_\_\_\_\_  
Degree Type

2003

\_\_\_\_\_  
Date Degree Awarded

---

**College/ University B**

Laney College, Oakland CA

\_\_\_\_\_  
Name of College Attended

Construction Management

\_\_\_\_\_  
Course of Study / Major

\_\_\_\_\_  
Units Completed

**Type of Units Completed**

---

None Selected

**Degree Awarded?**

---

Yes  No

---

Degree Type

---

Date Degree Awarded

---

## College/ University C

---

Name of College Attended

---

Course of Study / Major

---

Units Completed

## Type of Units Completed

---

None Selected

## Degree Awarded?

---

Yes  No

---

Degree Type

---

Date Degree Awarded

---

## Other schools / training completed:

International Code Council  
Inspection Certification

---

Course Studied

---

Hours Completed

## Certificate Awarded?

---

Yes  No

---

## Work History

Please provide information on your last three positions, including your current one if you are working.

### 1st (Most Recent)

January 2014 - Present

Dates (Month, Day, Year) From - To

40+

Hours per Week Worked?

**Volunteer Work?**

Yes  No

CEO

Position Title

**Employer's Name and Address**

SK Builders, Inc. 300 Frank H. Ogawa Plaza, Suite 386 Oakland, CA 94612

**Duties Performed**

-Business Development -Project Management -Subcontractor Trade Scheduling -Site Inspection -  
Estimating & Job Costing -Document Preparation: bids, contracts, negotiations, materials purchasing

2nd

June 2006 - Present

Dates (Month, Day, Year) From - To

40+

Hours per Week Worked?

**Volunteer Work?**

Yes  No

General Partner

Position Title

**Employer's Name and Address**

Sarco Construction 6045 San Pablo Ave. Oakland, CA 94608

**Duties Performed**

-Business Development -Project Management -Estimating, Scheduling &c Job Costing -Document  
Preparation: bids, contracts, negotiations, materials purchasing -Specialized in "Fast Track" Tenant  
Improvements -Established local workforce

3rd

June 2006 - October 2007

Dates (Month, Day, Year) From - To

40+

Hours per Week Worked?

**Volunteer Work?**

Yes  No

Construction Manager

Position Title

**Employer's Name and Address**

JKL Construction Services for Genentech Biotechnology 1DNA Way South San Francisco, CA 94080

**Duties Performed**

-Direct Supervision & Construction Team -Schedule Analysis -Feasibility Studies -Document Control - Owner's Representation -Project Buyout Throughout Project Delivery

Upload a Resume

**Final Questions**

**How did you learn about this vacancy?**

District Supervisor

If "Other" was selected please explain

**Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?**

Yes  No

If Yes, please identify the nature of the relationship:

**Do you have any financial relationships with the County such as grants, contracts, or other economic relations?**

Yes  No

If Yes, please identify the nature of the relationship:

**Please Agree with the Following Statement**

---

**I understand that this form is a public document and is subject to the California Public Records Act.**

---

I Agree



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 9, 2019

Subject: Advisory Council on Aging Resignation

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Ed Benson, DECLARE a vacancy in Member At Large #3 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:**

Ed Benson was appointed to the Member At Large #3 seat November 7, 2017. He is resigning due to business obligations. 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 conduct routine business.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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: David Twa, County Administrator  
Date: April 9, 2019

Subject: PANEL TO SELECT PROSPECTIVE CAPACITY HEARING OFFICERS FOR CONSIDERATION BY THE SUPERIOR COURT

---

**RECOMMENDATION(S):**

APPOINT the County Counsel, or designee, to serve on a panel to identify and recommend prospective commissioners, referees, or hearing officers to the Superior Court for the purpose of resolving certain matters involving inmates who appear unable to consent to or refuse psychiatric medication.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

With the increased number of individuals with serious mental disorders in detention facilities, the ability to administer psychiatric medication within the facilities has become increasingly important. In 2017, the Legislature amended Penal Code section 2603 to authorize the involuntary administration of psychiatric medication to inmates under certain limited circumstances.

Under Section 2603, psychiatric medication can be administered without consent either in an emergency or on a non-emergency basis, after the treating psychiatrists make certain findings. The findings must include: the existence of a serious mental disorder; that the inmate is gravely disabled; and either that the inmate lacks the capacity to consent to or refuse medications or that the inmate is a danger to self or others if not

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Julie DiMaggio Enea  
(925) 335-1077

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

medicated. The inmate must be provided a hearing for the purpose of determining his or her capacity or dangerousness due to a mental disorder (“capacity hearing”).

Capacity hearing requirements differ depending upon an inmate’s status as pre-trial or post-trial. A court-appointed commissioner or referee, or a court-appointed hearing officer may conduct capacity hearings in place of a Superior Court judge when an inmate is post-trial. A Superior Court judge is required to conduct capacity hearings when the inmate is pre-trial. However, a court-appointed commissioner or referee, or a court-appointed hearing officer may decide whether an inmate should be medicated up until the time of their capacity hearing regardless of whether they have stood trial.

As designated in Welfare and Institutions Code section 5334, all commissioners, referees, and hearing officers are appointed by the Superior Court from a list of attorneys unanimously approved by a panel composed of the local mental health director, the county public defender, and the county counsel or district attorney, as designated by the county board of supervisors. The County needs to assemble a panel in order to develop a list of attorneys qualified to serve as hearing officers. The resultant list will be provided to the Superior Court, which can appoint individuals from the list to rule in the above circumstances.

Both the Health Services Department and the Office of the Sheriff remain committed to transferring individuals to appropriate treatment facilities. However, as the legislature has recently recognized, there is a lack of community-based beds suitable and available to detainees with serious mental disorders. This action is recommended in order to provide mental health treatment to detained individuals.

Board approval of the recommended action will assist in the development of additional judicial resources to allow for qualified, court-appointed commissioners, referees, and hearing officers to conduct certain capacity hearings and decide *ex parte* applications.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board elect to not approve the recommendation, the County will not convene a panel to identify and recommend qualified, prospective commissioners, referees, and hearing officers to the Superior Court, thereby requiring all hearings under Section 2603 to be conducted by Superior Court judges.



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: April 9, 2019

Subject: REAPPOINTMENT TO COUNTY SERVICE AREA, P-2A CITIZEN ADVISORY COMMITTEE

---

**RECOMMENDATION(S):**

APPOINT the following individuals to County Service Area, P-2A Citizen Advisory Committee to a term expiring December 31, 2020, as recommended by Supervisor Diane Burgis.

Appointee 1  
Tim Ryan  
Danville, CA 94506

Appointee 4  
Ronald Banducci  
Danville, CA 94506

Appointee 7  
William Marz  
Danville, CA 94506

**FISCAL IMPACT:**

None.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Lea Castleberry  
925-252-4500

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

By: , Deputy

cc:

**BACKGROUND:**

The advisory committee functions to advise the Board of Supervisors and the Sheriff's Department on the needs of the Blackhawk community for extended police services which shall include, but not limited to enforcement of the State Vehicle Code, crime prevention and litter control.

The term for these seats expired December 31, 2018. Applications were accepted and the recommendation to appoint the above individuals was then determined.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Robin Lipetzky, Public Defender  
Date: April 9, 2019

Subject: Establish the class of Deputy Public Defender III-Project (25T1) and add one Deputy Public Defender III-Project (25T1) position

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment No. 22424 to establish the class of Deputy Public Defender III-Project (25T1) (represented) and add one (1) full-time Deputy Public Defender III-Project (25T1) (represented) position at salary plan and grade JD5 2146 (\$10,842 - \$13,179) in the Office of the Public Defender.

**FISCAL IMPACT:**

Estimated total annual County Cost is approximately \$200,384; total this fiscal year is \$66,795. Funding source for this position is Public Safety Realignment Revenue (AB 109).

**BACKGROUND:**

Stand Together Contra Costa, an interdisciplinary, multi-sector rapid response network, provides legal services, and community education to support safety and justice for immigrant families in Contra Costa County. Grounded in community-based leadership development, capacity building and community empowerment, Stand Together Contra Costa is a public-private partnership

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Joanne Sanchez-Rosa  
(925) 335-8065

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

By: , Deputy

cc: Joanne Sanchez-Rosa

BACKGROUND: (CONT'D)

hosted and managed by Contra Costa County's Public Defender's Office. This unique structure, in stewardship with a multi-stakeholder Management Team and Steering Committee, ensures a level of expertise, capacity, and transparency that has fostered both excellence and accountability.

Since its launch in March 2018, Stand Together Contra Costa has successfully provided vital services and resources to immigrant communities in Contra Costa County, in direct response to turbulent and often unpredictable times. To build on this initial success and continue to improve operations, consultants, Mahvash Hassan and Hang Tan, conducted a review of Stand Together Contra Costa's operations, procedures, and protocols. Their report includes key findings on what is working well, operational challenges, and recommendations for the 2018-2019 fiscal year.

One recommendation is to place a senior attorney position in the Public Defender's Office and retain a qualified and experienced attorney to ensure quality legal services are effectively and efficiently provided by the program. Placing this senior attorney in the Public Defender's Office ensures expertise resulting from substantial case experience and demonstrates the county's commitment to support immigrant community members. This will also allow the overburdened partner agencies to focus on community outreach and quality legal services pledged by the Stand Together Contra Costa team.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the project could not proceed with the key recommendations of the operational review and will not allow the project to continue to build on its original success and improve operations.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 22424

**POSITION ADJUSTMENT REQUEST**

NO. 22424  
DATE 1/30/2019

Department Public Defender Department No./  
Budget Unit No. 0243 Org No. 2018 Agency No. 043

Action Requested: ADOPT Position No. 22424 to add one Deputy Public Defender III-Project and add one (1) Deputy Public Defender III-Project, full-time (40/40) position at salary and grade JD5 2146 (\$10,842 - \$13,179) to provide direct legal representation in immigration hearings; provide clinical services; act as Senior Attorney and technical assistance to the Stand Together Contra Costa program. (100% Safety Realignment revenue)

Proposed Effective Date: 4/10/2019

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$200,328.00 Net County Cost \$0.00  
Total this FY \$41,747.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Public Safety Realignment

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Joanne Sanchez-Rosa

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Paul Reyes

3/21/2019

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/27/2019

Establish the classification of Deputy Public Defender III-Project (25T1) (represented) at salary plan and grade JD5 2146 (\$10,842 - \$13,179) and add one Deputy Public Defender III-Project (25T1) (represented) position

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Gladys Scott Reid

3/27/2019

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

4/3/2019

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: \_\_\_\_\_

Paul Reyes

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department Public Defender

Date 3/20/19

No. 22424

1. Project Positions Requested:  
Deputy Public Defender III-Project
2. Explain Specific Duties of Position(s)  
See attached job description
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)  
Name of funding source: Safety Realignment revenue  
Name of project: Stand Together Contra Costa  
Purpose of project: To provide legal services, and community education to support safety and justice for immigrant families in Contra Costa County.
4. Duration of the Project: Start Date 4/10/2019 End Date yr-to-yr  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.  
The term of the position is dependent on revenue from state Safety Realignment funding
5. Project Annual Cost
  - a. Salary & Benefits Costs: \$200,384.00
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \$200,384.00
  - d. Net cost to General or other fund: \_\_\_\_\_
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  - a) No future costs
  - b) The department has committed to this position to outside funders.
  - c) The department will lose significant grant funding.
  - d) The department will be viewed as untrustworthy partners for
  - e) No organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.  
There are no other alternatives.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: Increase the hours of one Clerk-Senior Level

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22434 to increase the hours of one (1) Clerk-Senior Level (JWXC) (represented) vacant position #6628 from part time (32/40) to full time (40/40) at salary plan and grade 3RX-1033 (\$3,406 - \$4,350) in the Public Works Department.

**FISCAL IMPACT:**

This action would result in a cost of approximately \$14,238 annually, which would be funded by the Contra Costa Clean Water Program. (100% Special Revenue Funds) Pension costs are estimated to be \$2,731.

**BACKGROUND:**

The Public Works Department supports increasing the hours of the Clerk-Senior Level assigned to the Contra Costa Clean Water Program as requested by the Management Committee which is comprised of Contra Costa County, its nineteen (19) incorporated cities/towns and the Contra Costa County Flood Control and Water Conservation District.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Adrienne Todd, (925)  
313-2108

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

By: , Deputy

cc: Adrienne Todd



BACKGROUND: (CONT'D)

The Contra Costa Clean Water Program (Program) identified administrative support and clerical tasks that will be assigned to the Clerk-Senior Level to cover the additional eight (8) hours per week. The Program is responsible for a significant number of written reports that require proofreading, finalizing and distributing. This also includes attending all assigned Program Committee meetings to take notes, prepare minutes, and distribute material to the County Board of Supervisors, Regional Water Quality Control Boards and other regulatory agencies. Aligning the administrative support duties to the Clerk-Senior Level will allow professional-level staff to focus on their work with the Management Committee and to oversee consultant contracts.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not carried out, the Public Works Department will not have adequate clerical support to complete administrative tasks in a timely manner to help ensure regulatory compliance.

ATTACHMENTS

P300 No. 22434

**POSITION ADJUSTMENT REQUEST**

NO. 22434  
DATE 02/20/2019

Department Public Works Department No./  
Budget Unit No. 0650 Org No. 4541 Agency No. 65

Action Requested: ADOPT Position Adjustment Resolution No. 22434 to increase the hours of one (1) Clerk-Senior Level (JWXC) (represented) position #6628 from part time (32/40) to full time (40/40) at salary plan and grade 3RX-1033 (\$3,406.49 - \$4,350.23) in the Public Works Department.

Proposed Effective Date: \_\_\_\_\_

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost 14238 Net County Cost 0  
Total this FY 4746 N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Special Revenue Funds.

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Brian M. Balbas

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Strobel

3/1/19

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/13/2019

Increase the hours of one (1) Clerk-Senior Level (JWXC) vacant position #6628 from part time (32/40) to full time (40/40) in the Public Works Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

Tanya Williams

3/13/2019

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE \_\_\_\_\_

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: \_\_\_\_\_

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED  DISAPPROVED

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date \_\_\_\_\_

No. \_\_\_\_\_

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services  
Date: April 9, 2019

Subject: Add one Health Services Emergency Preparedness Manager position and cancel one Emergency Service Manager position in the Health Services Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No.22438 to add one full-time Health Services Emergency Preparedness Manager (VBSM) position at salary plan and grade level ZA5-1803 (\$7,320-\$8,898) and cancel one vacant Emergency Service Manager (9GGA) #13475 position at salary and grade level ZA5-1823 (\$7,466-\$10,006) in Health Services Department. (represented)

**FISCAL IMPACT:**

Upon approval, this action will have an annual cost saving of \$20,540 with \$5,064 in pension cost already included. 100% funded by CDPH Public Health Emergency Preparedness/Cities Readiness Initiative.

**BACKGROUND:**

The Health Services Department is requesting to add one Health Services Emergency Preparedness Manager position and cancel one vacant Emergency Services Manager position (#13475). On 1/1/2019 the previous manager of the Health Emergency Response Unit (HERU) retired.

The new position will coordinate emergency preparedness plans for multiple programs and will supervise

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Sabrina Pearson, (925) 957-5240

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Health Emergency Response Unit staff and provide oversight of multiple health emergency preparedness grants in the Health Service Department.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Health Emergency Response Unit within Public Health Division will not have the appropriate staffing levels to coordinate emergency preparedness plans.

ATTACHMENTS

P300

**POSITION ADJUSTMENT REQUEST**

NO. 22438  
DATE 3/25/2019

Department Health Services

Department No./  
Budget Unit No. 0450 Org No. 5752 Agency No. A18

Action Requested: Add one full-time Health Services Emergency Preparedness Manager (VBSM) position and cancel one Emergency Service Manager (9GGA) position #13475 in the Health Services Department.

Proposed Effective Date: 04/09/2019

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost ( <u>\$20,540</u> )	Net County Cost
Total this FY ( <u>\$3,423</u> )	N.C.C. this FY

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: Savings will be returned to CDPH Public Health Emergency Preparedness/Cities Readiness Initiative.

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Sabrina Pearson

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 04/02/2019

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION  
Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date \_\_\_\_\_

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 9, 2019

Subject: Add and Cancel positions in the County Administrator's Office

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22437 to add one (1) Labor Relations Assistant (AD7C)(unrepresented) position at salary plan and grade B85 1106 (\$4,485.93-\$5,725.31) effective April 9, 2019, and cancel one Labor Relations Assistant (AD7C)(unrepresented) position (No. 6639) effective May 2, 2019, in the County Administrator's Office.

**FISCAL IMPACT:**

The action will result in a cost savings due to the retirement of an employee at top step. The positions are in the General Fund.

**BACKGROUND:**

A long-term employee is retiring effective May 1, 2019. An employment list exists and it is expected that the position will be filled immediately. The requested action will allow for a three week cross training period.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the Labor Relations Unit will not have appropriate staff to meet work demand.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Lisa Driscoll, (925)  
335-1023

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

By: , Deputy

cc: Dianne Dinsmore, Human Resources Director, Jeff Bailey, Labor Relations Manager



ATTACHMENTS

AIR 37409 P300 22437 Board Date

4.9.2019

**POSITION ADJUSTMENT REQUEST**

NO. 22437  
DATE 4/9/2019

Department County Administrator Department No./  
Budget Unit No. 0003 Org No. 1220 Agency No. 03

Action Requested: ADOPT P300 No. 22437 to ADD one (1) Labor Relations Assistant (AD7C) (Unrepresented) position at salary plan and grade B85 1106 (R4,485.93-\$5,725.31) effective April 9, 2019 and CANCEL one (1) Labor Relations Assistant (AD7C) (Unrepresented) position no.6639 effective May 2, 2019.

Proposed Effective Date: 4/9/2019

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \_\_\_\_\_ Net County Cost \_\_\_\_\_  
Total this FY \_\_\_\_\_ N.C.C. this FY \_\_\_\_\_

SOURCE OF FUNDING TO OFFSET ADJUSTMENT General Fund - Cost Savings

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

L.Driscoll

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Lisa Driscoll, County Finance Director

3-27-19

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/27/2019

Add one (1) Labor Relations Assistant (AD7C)(unrepresented) position at salary plan and grade B85 1106 (\$4,485.93-\$5,725.31) effective April 9, 2019, and cancel one Labor Relations Assistant (AD7C)(unrepresented) position (No. 6639) effective May 2, 2019

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Gladys Scott Reid

3/27/2019

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE \_\_\_\_\_

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: \_\_\_\_\_

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

# REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 3/27/2019

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: April 9, 2019

Subject: Add One Driver-Clerk Position to the Library Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22439 to add one (1) full-time Driver-Clerk (9QWA) (represented) position in salary plan and grade TB5 1026 (\$3,391.73 - \$4,122.68) in the Library Department effective September 20, 2018 through September 24, 2018, and cancel the position effective September 25, 2018.

**FISCAL IMPACT:**

The estimated cost for the five-day period is \$201.65. 100% Library Fund.

**BACKGROUND:**

This is an administrative action required in order to accommodate a settlement agreement. The Library Department requires the addition of one (1) full-time Driver-Clerk position effective September 20, 2018 through September 24, 2018; and cancellation of the position effective September 25, 2018.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without approval, the County will be unable to fulfill the obligation of the settlement agreement.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Tina Pruett, (925)  
335-1779

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

By: , Deputy

cc:

ATTACHMENTS

P300 22439: Add 1 Driver Clerk eff 9-20-18 in Library  
Dept

**POSITION ADJUSTMENT REQUEST**

NO. 22439  
DATE 3/28/2019

Department Library Department No./  
Budget Unit No. 0620 Org No. 3703 Agency No. 85

Action Requested: Add one (1) full-time Driver-Clerk position and cancel position effective 9/25/18  
Proposed Effective Date: 9/20/2018

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$201.65 Net County Cost \$0.00  
Total this FY \$201.65 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Library Fund

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ David Twa

3/28/19

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/2019

Add one (1) full-time Driver-Clerk (9QWA) (represented) position in salary plan and grade TB5 1026 (\$3,391.73 - \$4,122.68) effective September 20, 2018 through September 24, 2018 and cancel position effective September 25, 2018 in the Library Department

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.

9/20/2018(Date)

Mary Jane De Jesus-Saepharn

3/28/2019

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

4/3/2019

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: \_\_\_\_\_

/s/ Julie DiMaggio Enea

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 4/3/2019

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: AUTHORIZE a Lease Extension - 3020 Second Street, Knightsen for the Agriculture/Weights & Measures Department.

---

**RECOMMENDATION(S):**

AUTHORIZE the Public Works Director, or designee, to execute a lease amendment between the County and the Contra Costa County Farm Bureau, to extend the County’s lease of approximately 896 square feet of office space located at 3020 Second Street, Knightsen for an additional three years with two one-year renewal terms. The initial annual rent payment is \$16,884 with annual increases thereafter.

**FISCAL IMPACT:**

100% General Fund.

**BACKGROUND:**

The Agriculture/Weights & Measures Department utilizes this location for daily operations near the agricultural core of the County.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this lease extension is not approved, the Agriculture/Weights & Measures Department will not be able to continue its daily operations near the agricultural core of the County.

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Julin Perez,  
925-957-2460

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

By: , Deputy

cc:



ATTACHMENTS

Lease

Amendment

**FIRST AMENDMENT TO LEASE**

Agriculture Department  
3020 Second Street,  
Knightsen, CA 94548

This first amendment is dated April 9, 2019, and is between the CONTRA COSTA COUNTY FARM BUREAU, a private non-profit corporation (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

**Recitals**

- A. The Lessor and the County are parties to a lease dated April 1, 2015, under which the County is leasing approximately 896 square feet in the building located at 3020 Second Street, Knightsen, California (the “**Lease**”).
- B. The parties desire to extend the term, modify the extension option, and update the rent payable under the Lease.

The parties therefore agree as follows:

**Agreement**

- 1. Section 2. Term is deleted in its entirety and replaced with the following:
  - 2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at County’s election, Renewal Terms, each as defined below.
    - a. Initial Term. The “**Initial Term**” is three years, commencing on April 1, 2019 (the “**Commencement Date**”) and ending March 31, 2022.
    - b. Renewal Terms. County has two options to renew this lease for a term of one year each (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 the Lease sixty days 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.

2. Section 3. Rent is deleted in its entirety and replaced with the following:
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 Terms, in the amounts set forth below:

a. Initial Term.

<u>Period</u>	<u>Monthly Rent</u>
April 1, 2015 – March 31, 2016	\$1,250.00
April 1, 2016 – March 31, 2017	\$1,287.00
April 1, 2017 – March 31, 2018	\$1,326.00
April 1, 2018 – March 31, 2019	\$1,366.00
April 1, 2019 - March 31, 2020	\$1,407.00
April 1, 2020 - March 31, 2021	\$1,449.00
April 1, 2021 - March 31, 2022	\$1,492.00

b. First Renewal Term.

April 1, 2022 - March 31, 2023	\$1,537.00
--------------------------------	------------

c. Second Renewal Term.

April 1, 2023 - March 31, 2024	\$1,583.00
--------------------------------	------------

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.

3. All other terms of the Lease remain unchanged.

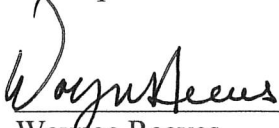
[Remainder of Page Intentionally Left Blank]

The parties are executing this first amendment as of the date set forth in the introductory paragraph.

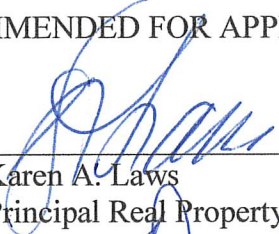
COUNTY OF CONTRA COSTA, a  
political subdivision of the State of  
California


By: \_\_\_\_\_  
Brian M. Balbas  
Director of Public Works

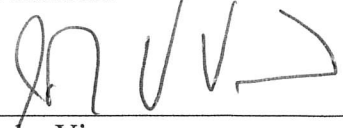
CONTRA COSTA COUNTY  
FARM BUREAU, a private  
non-profit corporation

By: \_\_\_\_\_  
Waynee Reeves  
President

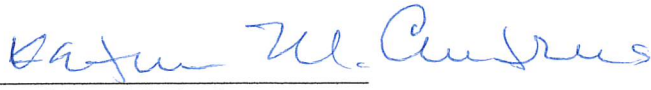
RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Karen A. Laws  
Principal Real Property Agent

By: \_\_\_\_\_  
Julin Perez  
Senior Real Property Agent

By: \_\_\_\_\_  
John Viano  
First Vice President

APPROVED AS TO FORM  
SHARON L. ANDERSON, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: April 9, 2019

Subject: Concord Jet Service, Inc.

---

**RECOMMENDATION(S):**

APPROVE clarification of Board action on March 12, 2019 (C.45), which authorized the Sheriff-Coroner, or designee, to execute a sub-sublease with Concord Jet Service Incorporated, in an amount not to exceed \$650,000 to provide an aircraft hangar, office space and helicopter fuel for the period of May 1, 2019 through April 30, 2024, to reflect that there will be a three percent increase in rent each year of the contract.

**FISCAL IMPACT:**

100% General Fund. Budgeted.

**BACKGROUND:**

Concord Jet Service Incorporated will provide aircraft hangar space at Buchanan Field Airport for the Sheriff's helicopters and office space for staff. The Office of the Sheriff will pay contractor an initial amount of \$1,948 for hangar rental per month and \$2,262 for office space per month for a total rent of \$4,210 per month. There will be a three percent increase in rent each year of the contract. The sub-sublease allows for the purchase of helicopter fuel.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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 sub-lease will not be approved resulting in no hangar or office spaces for the Sheriff's Helicopter Unit.



Contra  
Costa  
County

To: Board of Supervisors

From: Matt Slattengren

Date: April 9, 2019

Subject: Pest Detection Amendment 18-0207-2

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an amendment to the Pest Detection Agreement #18-0207 with the California Department of Food and Agriculture (CDFA) effective April 9, 2019, to increase the payment limit by \$174,697 for new payment limit of \$978,837 with no change to the term November 1, 2018 through April 30, 2019.

**FISCAL IMPACT:**

The amendment will increase the Department's reimbursement by \$174,697 for expenses incurred, for a new contract limit of \$978,837. There is no required County match.

**BACKGROUND:**

The County shall provide additional services for placing and servicing Asian Citrus Psyllid (ACP) and exotic pest detection traps. Additional services will also be provided for delimitation work associated with the detection of one or more life stages of the target pests in the County. To provide these increased service levels, additional funds will be allocated to personnel costs for increased staff time of seasonal workers.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

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

Contact: 608-6600

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Exotic insect pests are considered hazardous to agriculture and the economy of California. Payment will be reimbursed on authorized charges matching the financial plan, such as salaries, benefits, overhead supplies, vehicle mileage and vehicle leasing costs. These expenditures will be itemized on the monthly invoice with documentation to support the charges.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would result in a loss of revenue to the Department to prevent this potential pest threat to our local agriculture and residents of Contra Costa County.





Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: April 9, 2019

Subject: Agreement with the State of California for law enforcement services at the County Fair

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the State of California, 23rd District Agricultural Association, including full indemnification of the State of California, to pay the County an amount not to exceed \$35,000 to provide law enforcement services at the Contra Costa County Fair for the period of May 15, 2019 through May 19, 2019.

**FISCAL IMPACT:**

\$35,000; 100% State of California reimbursement revenue.

**BACKGROUND:**

Each year the State of California provides funding to the Office of the Sheriff to provide law enforcement services at the County Fair. This contract will enable the Sheriff's Office to augment regular deputies with reserve deputies during the event at no cost to the County.

This contract includes full indemnification of the State of California,

**CONSEQUENCE OF NEGATIVE ACTION:**

The Sheriff's Office will not be authorized to enter into the contract.

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Sandra Brown,  
925-335-1553

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

By: , Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 9, 2019

Subject: Arts and Culture Commission State-Local Partnership Grant from California Arts Council

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Administrator, or designee, to apply for and accept funding from the California Arts Council, a state agency, in an amount not to exceed \$37,000 for the County to provide advocacy for the advancement of arts for the period June 30, 2019 through June 29, 2020.

**FISCAL IMPACT:**

Upon approval, the County will be eligible for up to \$37,000 in grant funds, entirely from the State, to support art advancement programs. Grant requirements include a dollar-for-dollar match, of which up to 50% can be from in-kind goods and services, and donations. The fiscal 2019-20 budgeted General Fund allocation for the Arts Commission and the in-kind resources available to support these efforts will meet the matching fund requirements of the grant.

**BACKGROUND:**

Established by the Board of Supervisors in December of 1994 as an official County commission and the authorized County partner with the California Arts Council, the Arts and Culture Commission of Contra Costa County (AC5) first applied for and received funding from the State-Local Partnership program

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Julia Taylor,  
925.335.1043

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

By: , Deputy

cc: Roger Renn

BACKGROUND: (CONT'D)

in July 1995 for fiscal year 1995-1996. Since that time, the Board of Supervisors has designated and reaffirmed AC5 as the authorized partner of the State-Local Partnership program of the California Arts Council. This designation allows the County to apply for and accept funding from the State to enhance art and culture programs in the county.

The goals of the State-Local Partnership program are to promote public value of and participation in the arts; leverage public and private support for the arts; encourage and promote arts in education; foster local and regional partnership and collaboration; create, present, and preserve the arts of all cultures; promote inclusiveness and equity in the arts for all communities; and encourage cultural development and preservation of California's diverse communities.

The maximum amount State-Local Partners may request is up to \$45,000 for general arts and culture advancements. The maximum the County will apply for is \$37,000 because the California Arts Council does not permit requests over 50% of the organization's Operation Costs from the previous year.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the County will not compete for grant funding that supports the advancement of arts and advocacy efforts of AC5.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: April 9, 2019

Subject: California State Parks Division of Boating and Waterways Training

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/107 approving and authorizing the Sheriff-Coroner, or designee, to apply for and accept reimbursement funding for critical skills training from California State Parks Division of Boating and Waterways with an initial amount of \$39,400 for the period beginning July 1, 2019 through the end of reimbursement funding availability.

**FISCAL IMPACT:**

Revenue; 100% State, Initial amount \$39,400. No County funding.

**BACKGROUND:**

The California State Parks, Division of Boating and Waterways has set aside funding to assist local agencies with Maritime Officer training through the Maritime Law Enforcement Training Center. This Federal assistance is authorized by Chapter 131 of Title 46 of the United States Code for training personnel in skills related to boating safety and to the enforcement of boating safety laws and regulations. Division of Boating and Waterways will reimburse government agencies with federal monies for allowed transportation, lodging, and subsistence expenses incurred by their employees while attending and satisfactorily completing training courses approved by the Division of Boating and Waterways. Funding reimbursement is available until funding sources are exhausted.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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:

Negative action on this request will result in the loss of reimbursement funding and/or the loss of training opportunities designed to provide training of Maritime Safety Officers in the Office of the Sheriff.

ATTACHMENTS

Resolution 2019/107

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

Adopted this Resolution on 04/09/2019 by the following vote:

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



**Resolution No. 2019/107**

IN THE MATTER OF: Applying for and Accepting the FY 2019/2020 California State Parks, Division of Boating and Waterways Marine Law Enforcement Training Program Funding Reimbursement.

WHEREAS, the County of Contra Costa is seeking funds available through the California State Parks, Division of Boating and Waterways Marine Law Enforcement Training Program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors: Authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Chief of Management Services-Exempt, to execute for and on behalf of the County of Contra Costa, a political subdivision of the State of California, any action necessary for the purpose of obtaining financial assistance provided by California State Parks, Division of Boating and Waterways Marine Law Enforcement Training Program.

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: April 9, 2019**

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

**Contact: Sandra Brown 925-335-1553**

By: , Deputy

**cc:**



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: APPROVE an Agreement with Hidden Oaks at Blackhawk Association, Inc., to Quitclaim Development Rights and related Quitclaim Deed, Blackhawk area.

---

**RECOMMENDATION(S):**

1. DETERMINE that development rights owned by Contra Costa County (County) in an approximately 0.68-acre portion of Parcel O at Hidden Oaks at Blackhawk, are no longer necessary for County or other public purposes, for the reasons set forth herein, pursuant to Government Code section 25526.5.
2. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Agreement between the County and Hidden Oaks at Blackhawk Association, Inc. for the Quitclaim of Development Rights (“Agreement”).
3. APPROVE and AUTHORIZE the Chair, Board of Supervisors to execute a Quitclaim Deed on behalf of the County, substantially in the form attached, in consideration for the payment received in full in the amount of \$10,191.25.
4. FIND that the above actions are exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061, subdivision (b)(3), in that it can be seen with certainty that there is no possibility that they may have a significant effect on the environment.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Carmen Piña-Delgado,  
925-957-2461

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

By: , Deputy

cc:

## RECOMMENDATION(S): (CONTD)

5. DIRECT the Conservation and Development Director to file a Notice of Exemption with the County Clerk and arrange for payment of the \$50 fee to the County Clerk.

6. AUTHORIZE the Public Works Director, or his designee, to cause said Quitclaim Deed and a certified copy of this Board Order to be recorded in the office of the County Clerk-Recorder in accordance with the terms of the Agreement.

### FISCAL IMPACT:

100% Developer Fees

### BACKGROUND:

On September 21, 1976, the Board approved a final development plan (DP76-3022) and tentative subdivision map (SD 4878) to establish the Hidden Oaks at Blackhawk subdivision. The subdivision was subsequently split into three phases, and on March 15, 1977, the Board approved final maps of Subdivisions 4878, 4962 and 4963.

Hidden Oaks includes approximately 206 acres of open space. Conditions of approval of the development included the deed of development rights to open space areas to the County. Pursuant to this requirement, on August 24, 1977, developer Blackhawk Corporation recorded a document that granted specified development rights in numerous parcels, including Parcel O in Subdivision 4963, to the County ("Grant Deed"). Parcel O is one of the Hidden Oaks open space parcels. Development rights are described in the Grant Deed as a form of negative easement, and defined specifically as the "right to approve or disapprove any proposed construction, development or improvement which would substantially and materially change the nature of the 'current proposed use' of said real property." The "current proposed use" of the parcels identified in the Grant Deed was described collectively in the Grant Deed by reference to the final development plan and subdivision maps, and listing of a broad array of improvements, including facilities for the maintenance and preservation of the property and recreation and leisure activities of the owners, members, residents and users of the property.

The Hidden Oaks conditions of approval also required the installation of a drainage system in the subdivisions, including concrete-lined V-shaped drainage ditches within the open space parcels to protect the residential lots from storm water runoff. One of the ditches was installed on Parcel O, north of Mossy Oak Drive. After installation of this V-ditch, residences were constructed on Lots 14, 15, 16, 17 and 18 of Subdivision 4963 (the "Lots") and a fence was erected to the rear of these residences, adjacent to the V-ditch, instead of along the actual rear boundaries of the Lots. As a result, the fenced-in rear yards of the Lots collectively include an approximately 0.68-acre portion of Parcel O (the "Parcel O Segment"). Hidden Oaks at Blackhawk Association, Inc., ("Association") is the owner of Parcel O.

In Spring 2010, while conducting a land survey for its Geological Hazard Abatement District, the Association discovered that the rear yards of the Lots included the Parcel O Segment, and advised the owners of the Lots (the "Owners") of the encroachment. Thereafter, the Owners began negotiating a resolution with the Association, and it was agreed that the Association would convey portions of the Parcel O Segment to each of the Owners through a series of lot line adjustments. The Association then applied for approval of a revision of the Hidden Oaks final development plan to reduce the size of Parcel O by removing the Parcel O Segment. The County Zoning Administrator conditionally approved the application on April 18, 2016 (DP14-3022). A condition of the approval is that the County first quitclaim its development rights in the Parcel O Segment (hereafter, the "Development Rights") to the Association.



Government Code section 25526.5 provides that whenever the Board determines that a real property interest belonging to the county is no longer necessary for county or other public purposes, and its estimated value does not exceed \$25,000, the County may quitclaim that real property interest in the manner and upon the terms and conditions approved by the Board.

Conservation and Development Department staff has evaluated the necessity of the Development Rights by comparing the restrictions on development of the Parcel O Segment under the Grant Deed with legal restrictions that would be applicable to the Parcel O Segment in the absence of the Development Rights. The Grant Deed restricts development that would “substantially and materially change the nature” of the use of the property, as such use was described in the Grant Deed. The Grant Deed requires that proposals for such development need to be submitted to the Board, which would then have an opportunity to approve or disapprove of the proposal. This process is not exclusive, however. In the absence of the Development Rights, a proposal for such development on the Parcel O Segment would be subject to other applicable land use restrictions. These include restrictions imposed by the General Plan on uses in areas designated as open space, the P-1 zoning regulations and minimum setbacks. Significant and material changes to what was proposed in 1976 would require discretionary authorizations, such as General Plan amendments, rezonings and variances, all of which would be appealable to the Board. The Board would therefore retain its authority over this type of development of the Parcel O Segment following a quitclaim of the Development Rights. These facts support a finding by the Board that the Development Rights are no longer necessary for County or other public purposes.

With regard to the value of the Development Rights, Real Estate Division staff has negotiated terms of a potential transaction with the Association. In the course of negotiations, the Association presented a valuation summary that set forth a proposed fair market value of the Development Rights in the amount of \$10,191.25. Real Estate Division staff has accepted this valuation summary.

Approval of the Agreement and Quitclaim Deed, and the resulting conveyance of the Development Rights to the Association, will not change the existing land use or density, or existing restrictions on the use of the land under the OS (Open Space) General Plan Land Use designation. Moreover, no applicable federal, state, or county standard will change. For these reasons, these actions are exempt from environmental review under Section 15061, subdivision (b)(3), of the CEQA Guidelines, in that it can be seen with certainty that there is no possibility that that they may have a significant effect on the environment.

#### CONSEQUENCE OF NEGATIVE ACTION:

The County would retain the Development Rights and the conditional modification of the Hidden Oaks development plan to allow reduction in the size of Parcel O would not take effect.

#### ATTACHMENTS

Agreement

Quitclaim Deed

Notice of Exemption

**AGREEMENT BETWEEN CONTRA COSTA COUNTY  
AND HIDDEN OAKS AT BLACKHAWK ASSOCIATION, INC.,  
FOR THE QUITCLAIM OF DEVELOPMENT RIGHTS**

This Agreement between Contra Costa County and Hidden Oaks at Blackhawk Association, Inc., for the Quitclaim of Development Rights ("Agreement") is entered into on \_\_\_\_\_, 2018 (the "Effective Date"), by and among the County of Contra Costa, a political subdivision of the State of California ("County"), and Hidden Oaks at Blackhawk Association, Inc., a California corporation ("Association"). County and Association may be referred to collectively as the "Parties" or individually as a "Party."

**RECITALS**

- A. On September 21, 1976, the Contra Costa County Board of Supervisors ("Board") approved a final development plan (DP76-3022) and tentative map of the Hidden Oaks at Blackhawk residential subdivision (SD 4878) ("Hidden Oaks"). Thereafter, Hidden Oaks was split into three phases, Subdivision (SD) 4878, SD 4962 and SD 4963. Final maps of SD 4878, 4962 and 4963 were approved by the Board on March 15, 1977 and recorded on March 21, 1977.
- B. The SD 4963 final map depicts a 37.21-acre open space parcel identified as Parcel O, fee title to which is held by Association.
- C. Pursuant to conditions of approval of the Hidden Oaks development, on August 24, 1977, the Hidden Oaks developer, Blackhawk Corporation, recorded a document entitled "Grant Deed," granting to the County development rights in several parcels within Hidden Oaks, including Parcel O.
- D. The development rights are described in the Grant Deed as a form of negative easement and specifically defined as the "right to approve or disapprove any proposed construction, development or improvement which would substantially and materially change the nature of the 'current proposed use' of the real property. The "current proposed use" of Parcel O and the other parcels identified in the Grant Deed is described collectively in the Grant Deed by reference to the Hidden Oaks final development plan and subdivision maps of Hidden Oaks and listing of a range of improvements.
- E. In or about 1978, the Blackhawk Corporation commenced construction of improvements within Hidden Oaks, and at some point, homes were built on Lots 14, 15, 16, 17 and 18 as shown on the SD 4963 final map (the "Lots"). The rear boundaries of the Lots are adjacent to Parcel O.
- F. In the course of construction of the homes on the Lots, a fence was built to the rear of these homes, beyond the actual rear boundaries of the Lots, on Parcel O. Consequently, the rear yards of the Lots encroach into and collectively include approximately .68 acres (29,532.53 square feet) of Parcel O.

G. The .68 acres of Parcel O located within the fenced rear yards of the Lots is described and depicted in Exhibits A and B, attached hereto and incorporated herein by this reference, and referred to hereafter as the "Parcel O Segment."

H. In 2010, Association discovered, and advised the owners of the Lots ("Lot Owners"), that the rear yards of the Lots encroached into Parcel O. The Lot Owners now seek to obtain title to the portions of the Parcel O Segment that are within their respective Lots, and Association seeks to convey title to the Parcel O Segment to the Lot Owners through a series of lot line adjustments.

I. On April 18, 2016, Association obtained the conditional approval of the County Zoning Administrator of a modification to the Hidden Oaks final development plan to remove the Parcel O Segment from Parcel O through the proposed lot line adjustments. The approval was conditioned upon the County's quitclaim of its development rights in the Parcel O Segment to Association.

J. County's development rights in the Parcel O Segment, as defined in the Grant Deed, will be referred to hereafter as the "Property."

K. County has authority under Government Code section 25526.5 to quitclaim the Property to Association under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, County and Association agree as follows:

## **AGREEMENT**

### **1. QUITCLAIM FOR CONSIDERATION**

Subject to the terms and conditions of this Agreement, County agrees to quitclaim the Development Rights to Association, and Association agrees to pay to County the consideration set forth herein.

### **2. PRICE**

The price of the Property is Ten Thousand One Hundred Ninety-One dollars and 25/100 (\$10,191.25) ("Price").

### **3. COUNTY'S OBLIGATIONS**

a. On or after the Effective Date, County will deliver to Association a fully executed copy of this Agreement, together with a statement of the costs to be paid by Association under Section 5 ("Settlement Statement").

b. Within 15 days after County receives Association's payment under Section 4, County will cause a Quitclaim Deed substantially in the form attached hereto as Exhibit C to be recorded in the Office of the Contra Costa County Clerk-Recorder, marked for return to County, and will deliver to Association a copy of the recorded Quitclaim Deed.

#### **4. ASSOCIATION'S OBLIGATIONS**

Within 30 days after Association receives from County the Settlement Statement referenced in Section 3, Association shall deliver to County a cashier's check, made payable to "Contra Costa County," in the full amount of the Price, plus the full amount of the Transaction Costs owed under Section 5, as set forth in the Settlement Statement. Association shall deliver that check to the County's Public Works Department, Real Estate Division, 255 Glacier Drive, Martinez, CA 94553.

#### **5. TRANSACTION COSTS**

A. Fees, Taxes and Commissions. Association shall pay all escrow fees, recording fees, documentary transfer taxes, and other real estate transaction taxes or fees, by whatever name known, including broker's commission, if any, and personal property sales taxes where applicable, that are associated with the quitclaim of the Property under this Agreement.

B. Staff Costs. Association shall reimburse County for \$4,691.29 in staff costs incurred as of the Effective Date. Staff costs incurred on or after the Effective Date, to the date of preparation of the Settlement Statement, will be calculated by County's Real Estate Agent or her designee and be set forth in a separate line item on the Settlement Statement.

#### **6. PROPERTY INTEREST**

The Property interest to be quitclaimed by County pursuant to this Agreement shall not exceed that vested in the County. The Property will be quitclaimed to Association subject to all title exceptions, restrictions, easements, liens, covenants, conditions, and reservations, whether or not of record.

#### **7. CONDITION OF PROPERTY**

Neither the County, nor its agents or employees, have made any warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Property, nor does it assume any responsibility for the conformance to codes or permit regulations of the city or County within which the Property is located.

**8. INDEMNIFICATION**

From and after the date the Quitclaim Deed is recorded in the Office of the Contra Costa County Clerk-Recorder, Association shall defend, indemnify, protect, save, and hold harmless the County and 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 Association's sole expense.

**9. SURVIVAL**

All of the terms, provisions, representations, warranties and covenants of the Parties under this Agreement shall survive the assignment, expiration, or termination of this Agreement, and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.

**10. SUCCESSORS AND ASSIGNMENTS**

This Agreement is binding upon and shall inure to the benefit of the Parties 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 of remedies under or by reason of this Agreement.

**11. NOTICES**

a. All notices (including requests, demands, reports, approvals or other communications) under this Agreement will be in writing. The place for delivery of all notices given under this Agreement will be as follows:

Association: Carol Mitchell  
c/o HOA Quality Management, LLC  
P.O. Box 269  
Oakley, CA 94561

with a copy to: Baydaline & Jacobsen, LLP  
895 University Avenue  
Sacramento, CA 95825-6724  
Attn: John D. Hansen, Esq.

County: Contra Costa County Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Real Estate Division

and

Contra Costa County Department of Conservation and  
Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Community Development Division

with a copy to: County Counsel  
651 Pine Street, 9th Floor  
Martinez, CA 94553

or to such other addresses as County and Association may respectively designate by written notice to the other.

b. Notices shall be sufficiently given for all purposes as follows:

(1) When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.

(2) When delivered by overnight delivery by a national recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.

(3) When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.

## 12. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties.

## 13. CONSTRUCTION

This Agreement is the product of negotiation and preparation of the Parties. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applied to the interpretation of this Agreement. The headings of the sections, sections and subsections of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction. The recitals are intended to be, and shall be deemed to constitute part of this Agreement.

**14. 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.

**15. WAIVER**

No waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement will be deemed, or constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

**16. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

**17. GOVERNING LAW**

This Agreement shall be construed, enforced and administered in accordance with the laws of the State of California, with venue in Contra Costa County.

**18. NO THIRD PARTY BENEFICIARIES**

The Parties do not intend to create any third party beneficiaries to this Agreement. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies thereunder and no person or entity other than the Parties shall have standing to enforce this Agreement.

**19. AMENDMENT**

This Agreement may be amended or modified by the Parties only in a writing executed by the Parties.

**20. COUNTERPARTS**

This Agreement may be executed in counterparts and so executed shall constitute an Agreement which shall be binding upon all Parties hereto. A photocopy of the fully executed Agreement shall have the same force and effect as the original.

**COUNTY OF CONTRA COSTA**

By: \_\_\_\_\_  
Board Chair - *John Gioia*

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

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

Recommended:

Brian M. Balbas  
Public Works Director

By: \_\_\_\_\_  
Real Estate Division

Approved as to Form:

Sharon L. Anderson  
County Counsel

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

Attachments:

- Exhibit A: Legal Description
- Exhibit B: Plat
- Exhibit C: Quitclaim Deed

G:\realprop\Carmen\Hidden Oaks - Vacation-QC Deed\Agreement.HiddenOaks.3.16.18 revised with requested changes 5-3-18.docx

**HIDDEN OAKS AT BLACKHAWK ASSOCIATION, INC.**

By: *[Signature]* 10-23-18  
Print Name: PAUL KWELZ  
Print Title: PRESIDENT

*See Attached for Voting*

By: *[Signature]* 10-23-18  
Print Name: JOHN MENSENDRIEK  
Print Title: SECRETARY

*See Attached for Voting*

[Note: All corporate signatures must be notarized. Two officers must sign on behalf of a corporation. The first must be the chairman of the board, president, or any vice president; the second must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer. (See Corp. Code, § 313.)]

Approved as to Form:

*John Hansen, Baydaline & Jacobsen LLP  
Counsel for Hidden Oaks at Blackhawk Association, Inc.*

By: *[Signature]* 1-9-19



# 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 Contra Costa

s.s.

On Oct 23rd 2018 before me, Matthew Robert Medina, Notary Public

Name of Notary Public, Title

personally appeared Paul Scott Kuelz &

Name of Signer (1)

John Richard Mensendiek

Name of Signer (2)

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

EXP: October 25th 2020

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: 1 (925) 820 - 5522

Other

- Additional Signer  Signer(s) Thumbprints(s)

\_\_\_\_\_

EXHIBIT A

QUITCLAIM OF DEVELOPMENT RIGHTS

All of the "Development Rights" on a portion of Parcel "O" of Subdivision 4963 conveyed to Contra Costa County in the Grant Deed recorded August 24, 1977 in Book 8477 at Page 995, Official Records of said County, more particularly described as follows:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 13 AS SHOWN ON THE SUBDIVISION MAP ENTITLED "SUBDIVISION 4963", FILED MARCH 21, 1977, IN BOOK 194 OF MAPS AT PAGES 30 THROUGH 41, CONTRA COSTA COUNTY RECORDS' AND BEING AT THE MOST WESTERLY CORNER OF LOT 14 AS SHOWN ON SAID SUBDIVISION 4963; THENCE N55°36'32"W 5.54'; N38°45'45"E 173.76'; THENCE N44°36'29"W 2.19'; THENCE N40°27'03"E 144.27'; THENCE N48°15'35"E 154.47' THENCE N47°46'14"E 178.70'; THENCE N43°57'25"W 88.00'; THENCE S55°21 '10"E 2.05'; THENCE S55°21 '10"E 95.50' TO THE MOST NORTHERLY CORNER OF LOT 18 OF SUBDIVISION 4963; THENCE S59°31 '29"W 281.22'; THENCE S45°23'31"W 481.55' TO THE POINT OF BEGINNING.

CONTAINING 29,532.53 SQUARE FEET, MORE OR LESS

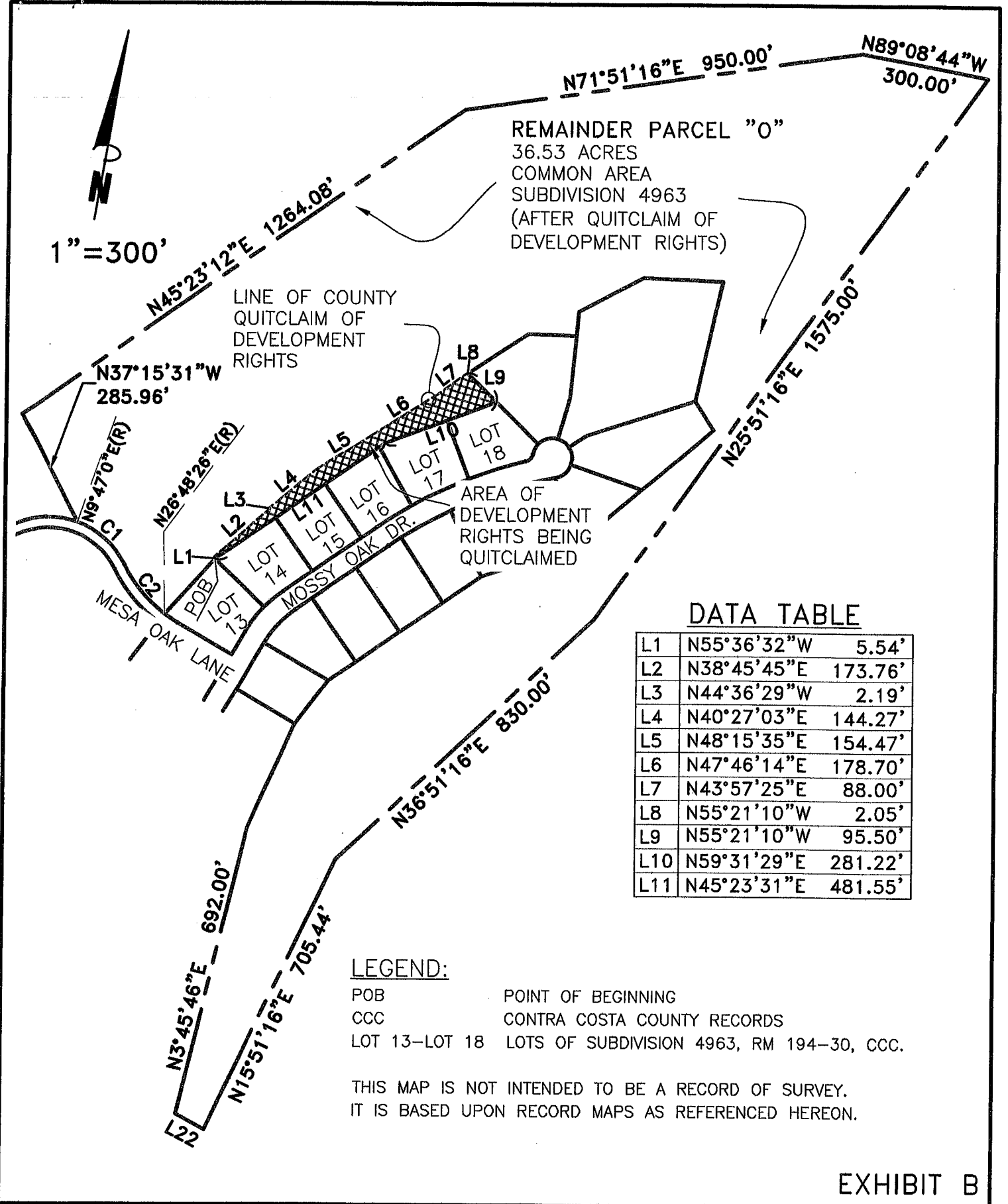
SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

Signature: Dan Cullen

Date: 11-15-17



STAMP



REMAINDER PARCEL "O"  
 36.53 ACRES  
 COMMON AREA  
 SUBDIVISION 4963  
 (AFTER QUITCLAIM OF  
 DEVELOPMENT RIGHTS)

LINE OF COUNTY  
 QUITCLAIM OF  
 DEVELOPMENT  
 RIGHTS

AREA OF  
 DEVELOPMENT  
 RIGHTS BEING  
 QUITCLAIMED

**DATA TABLE**

L1	N55°36'32"W	5.54'
L2	N38°45'45"E	173.76'
L3	N44°36'29"W	2.19'
L4	N40°27'03"E	144.27'
L5	N48°15'35"E	154.47'
L6	N47°46'14"E	178.70'
L7	N43°57'25"E	88.00'
L8	N55°21'10"W	2.05'
L9	N55°21'10"W	95.50'
L10	N59°31'29"E	281.22'
L11	N45°23'31"E	481.55'

**LEGEND:**

- POB POINT OF BEGINNING
- CCC CONTRA COSTA COUNTY RECORDS
- LOT 13-LOT 18 LOTS OF SUBDIVISION 4963, RM 194-30, CCC.

THIS MAP IS NOT INTENDED TO BE A RECORD OF SURVEY.  
 IT IS BASED UPON RECORD MAPS AS REFERENCED HEREON.

**EXHIBIT B**

**DEVELOPMENT RIGHTS  
 QUITCLAIM PLAT  
 VICINITY OF MOSSY OAK DR. DANVILLE**

**CSA**  
 Cullen-Sherry  
 & Associates, Inc.  
 Civil Engineering - Surveying  
 1000 Adams Street, Suite A - P.O. Box 591  
 Benicia, California 94610  
 (707) 745-3219 Fax (707) 745-9436 csa-engineers.com

SCALE:	1"=300'
DATE:	12-09-15
DRAWN BY:	DC
CHECKED BY:	DC
PROJECT NO:	10176

**RECORDED AT THE REQUEST OF, AND  
AFTER RECORDING, RETURN TO:**

Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553

APN: 203-020-023 (Portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**QUITCLAIM DEED**

For valuable consideration, receipt of which is hereby acknowledged, CONTRA COSTA COUNTY, a political subdivision of the State of California,

Does hereby remise, release and forever quitclaim to HIDDEN OAKS AT BLACKHAWK ASSOCIATION, INC., the following described interest in real property in Blackhawk, unincorporated area of the County of Contra Costa, State of California:

**FOR DESCRIPTION AND PLAT MAP SEE EXHIBITS A AND B, ATTACHED HERETO  
AND MADE A PART HEREOF.**

Date \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_ 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

**RECORDED AT THE REQUEST OF, AND  
AFTER RECORDING, RETURN TO:**

Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553

APN: 203-020-023 (Portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**QUITCLAIM DEED**

For valuable consideration, receipt of which is hereby acknowledged, CONTRA COSTA COUNTY, a political subdivision of the State of California,

Does hereby remise, release and forever quitclaim to HIDDEN OAKS AT BLACKHAWK ASSOCIATION, INC., the following described real property in Blackhawk, unincorporated area of the County of Contra Costa, State of California,

**FOR DESCRIPTION AND PLAT MAP SEE EXHIBITS A AND B ATTACHED HERETO  
AND MADE A PART HEREOF.**

CONTRA COSTA COUNTY

Date \_\_\_\_\_

\_\_\_\_\_  
John Gioia  
Chair of the 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 \_\_\_\_\_ 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

EXHIBIT A

QUITCLAIM OF DEVELOPMENT RIGHTS

All of the "Development Rights" on a portion of Parcel "O" of Subdivision 4963 conveyed to Contra Costa County in the Grant Deed recorded August 24, 1977 in Book 8477 at Page 995, Official Records of said County, more particularly described as follows:

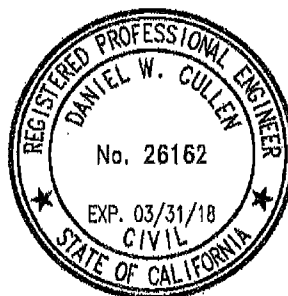
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 13 AS SHOWN ON THE SUBDIVISION MAP ENTITLED "SUBDIVISION 4963", FILED MARCH 21, 1977, IN BOOK 194 OF MAPS AT PAGES 30 THROUGH 41, CONTRA COSTA COUNTY RECORDS' AND BEING AT THE MOST WESTERLY CORNER OF LOT 14 AS SHOWN ON SAID SUBDIVISION 4963; THENCE N55°36'32"W 5.54'; N38°45'45"E 173.76'; THENCE N44°36'29"W 2.19'; THENCE N40°27'03"E 144.27'; THENCE N48°15'35"E 154.47' THENCE N47°46'14"E 178.70'; THENCE N43°57'25"W 88.00'; THENCE S55°21 '10"E 2.05'; THENCE S55°21 '10"E 95.50' TO THE MOST NORTHERLY CORNER OF LOT 18 OF SUBDIVISION 4963; THENCE S59°31 '29"W 281.22'; THENCE S45°23'31"W 481.55' TO THE POINT OF BEGINNING.

CONTAINING 29,532.53 SQUARE FEET, MORE OR LESS

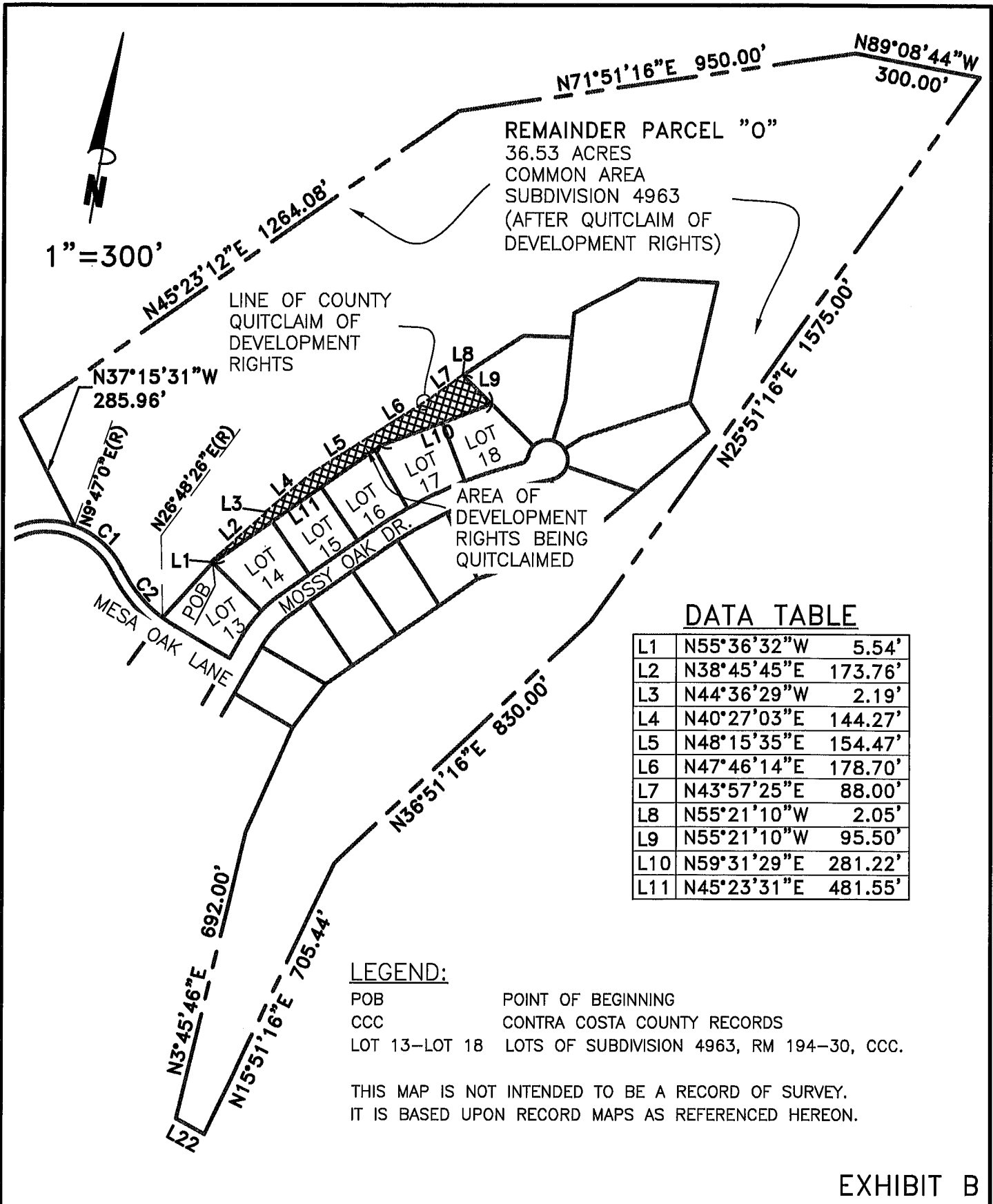
SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

Signature: Dan Cullen

Date: 11-15-17



STAMP



REMAINDER PARCEL "O"  
 36.53 ACRES  
 COMMON AREA  
 SUBDIVISION 4963  
 (AFTER QUITCLAIM OF  
 DEVELOPMENT RIGHTS)

LINE OF COUNTY  
 QUITCLAIM OF  
 DEVELOPMENT  
 RIGHTS

AREA OF  
 DEVELOPMENT  
 RIGHTS BEING  
 QUITCLAIMED

**DATA TABLE**

L1	N55°36'32"W	5.54'
L2	N38°45'45"E	173.76'
L3	N44°36'29"W	2.19'
L4	N40°27'03"E	144.27'
L5	N48°15'35"E	154.47'
L6	N47°46'14"E	178.70'
L7	N43°57'25"E	88.00'
L8	N55°21'10"W	2.05'
L9	N55°21'10"W	95.50'
L10	N59°31'29"E	281.22'
L11	N45°23'31"E	481.55'

**LEGEND:**

- POB POINT OF BEGINNING
- CCC CONTRA COSTA COUNTY RECORDS
- LOT 13–LOT 18 LOTS OF SUBDIVISION 4963, RM 194–30, CCC.

THIS MAP IS NOT INTENDED TO BE A RECORD OF SURVEY.  
 IT IS BASED UPON RECORD MAPS AS REFERENCED HEREON.

**EXHIBIT B**

**DEVELOPMENT RIGHTS  
 QUITCLAIM PLAT  
 VICINITY OF MOSSY OAK DR. DANVILLE**



Cullen-Sherry  
 & Associates, Inc.  
 Civil Engineering - Surveying

1000 Adams Street, Suite A - P.O. Box 601  
 Benicia, California 94810  
 (707) 745-8219 Fax (707) 745-9436 csa-engineers.com

SCALE:	1"=300'
DATE:	12-09-15
DRAWN BY:	DC
CHECKED BY:	DC
PROJECT NO:	10176

**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:** Approve an Agreement with Hidden Oaks at Blackhawk Association, Inc., to Quitclaim Development Rights and related Quitclaim Deed, Blackhawk area.

**Project Applicant:** Contra Costa County

**Project Location – Specific:** Assessor's Parcel No. 203-020-023, north of 2735 to 2775 Mossy Oak Drive

**Project Location – City:** Blackhawk, unincorporated part of the County **Project Location – County:** Contra Costa

**Description of Nature, Purpose and Beneficiaries of Project:** Approve and Authorize execution of an Agreement between Contra Costa County and Hidden Oaks at Blackhawk Association, Inc. for the quitclaim of County's development rights on a portion of Parcel O of Hidden Oaks at Blackhawk (Subdivision 4963) in return for payment of \$10,191.25 and other specified consideration, Approve and Authorize execution of a Quitclaim Deed, and make related finding under the California Environmental Quality Act, as recommended by the Public Works Director and the Conservation & Development Director. (District III) (Blackhawk area)

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

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

**Exempt Status:**

- |   |  |
|---|--|
| <input type="checkbox"/> Ministerial Project (Sec. 21080(b) (1); 15268;     | <input type="checkbox"/> Categorical Exemption, Type and Section No.               |
| <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a));   | <input type="checkbox"/> Other Statutory Exemption, Code no.:                      |
| <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); | <input checked="" type="checkbox"/> Common Sense Exemption (Section 15061 (b) (3)) |

**Reasons why project is exempt:** Approval of the Agreement and Quitclaim Deed, and the resulting conveyance of the Development Rights to the Association, will not change the existing land use or density, or existing restrictions on the use of the land under the OS (Open Space) General Plan Land Use designation. Moreover, no applicable federal, state, or county standard will change. For these reasons, these actions are exempt from environmental review under Section 15061, subdivision (b)(3), of the CEQA Guidelines, in that it can be seen with certainty that there is no possibility that that they may have a significant effect on the environment.

**Lead Agency Contact Person:** Stan Muraoka, AICP **Area Code/Telephone/Extension:** 925-674-7781

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:**

Name: Stan Muraoka, AICP  
Address: CCC Department of  
Conservation & Development  
30 Muir Rd.  
Martinez, CA 94553

**Department of Fish and Wildlife Fees Due**

- |  |
|--|
| <input type="checkbox"/> EIR - \$3,271.00                  |
| <input type="checkbox"/> Neg. Dec. - \$2,354.75            |
| <input type="checkbox"/> DeMinimis Findings - \$0          |
| <input checked="" type="checkbox"/> County Clerk - \$50    |
| <input type="checkbox"/> Conservation & Development - \$25 |

Total Due: \$ \_\_\_\_\_

Total Paid \$ \_\_\_\_\_

Receipt #:





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Grant Agreement #28-389-1 with The Regents of the University of California, on behalf of its San Francisco Campus

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #28-389-1 with The Regents of the University of California, on behalf of its San Francisco Campus, to pay County an amount not to exceed \$75,000, for the Area Health Education Center (AHEC) Scholars Program to provide online training, experiential activities and mentorship to health professional students, for the period from January 1, 2019 through August 31, 2019.

**FISCAL IMPACT:**

Approval of this agreement will result in an amount not to exceed \$75,000, payable to the County, from UCSF Fresno Medical Education Program. No County match is required.

**BACKGROUND:**

The AHEC Scholars Program provides meaningful work-based learning experiences and relevant community-based projects to college and pre-professional students to become a diverse and culturally competent health workforce. The AHEC Scholars Program will provide participants the community-health focus needed to enhance their education and career goals and introduced them to a variety of Contra Costa Health Services career pathway opportunities and agency partners.

Approval of Grant Agreement #

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Anna Roth,  
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)

28-389-1 will allow the County to receive funding from UCSF Fresno Medical Education Program for the AHEC Scholars Program, through August 31, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not accepted, the AHEC Scholars Program will not receive funds and be required to operate at a reduced capacity.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: April 9, 2019

Subject: 2019 DNA Capacity Enhancement for Backlog Reduction Program

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/110 authorizing the Sheriff-Coroner, or designee, to apply for and accept the U.S. Department of Justice, Office of Justice Programs, DNA Program Backlog Reduction Grant in an initial amount of \$250,000 to reduce the number of backlogged DNA tests in the Sheriff's Criminalistics Laboratory for the period January 1, 2020 through the end of the grant period.

**FISCAL IMPACT:**

No County costs. Initial revenue: \$250,000, 100% Federal revenue, no County match required.

**BACKGROUND:**

The Contra Costa County, Office of the Sheriff, Forensic Services Division operates an ISO 17025 Accredited Crime Laboratory able to provide County-wide Forensic DNA testing services. The DNA Backlog Reduction Program grant funds are needed to ensure the efficient processing of DNA evidence. Grant funds have been used in the past to purchase scientific equipment allowing for high throughput DNA extraction, quantification and detection. In addition, funding supported DNA analysts who process DNA samples collected at crime scenes to aid in criminal investigations and prosecutions. The 2019 DNA Backlog Reduction Program Grant will be used to support DNA analysts, acquire advanced technology, and provide state-of-the art forensic DNA testing to law enforcement agencies in the Contra Costa County.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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:

A decision not to pursue grant funding will increase the DNA case backlog, increase the turnaround time for DNA sample processing, and contribute to delays in criminal prosecutions.

ATTACHMENTS

Resolution 2019/110

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

Adopted this Resolution on 04/09/2019 by the following vote:

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



**Resolution No. 2019/110**

IN THE MATTER OF: Applying for and Accepting the 2019 U.S. Department of Justice, Office of Justice Program, DNA Program Backlog Reduction Grant.

WHEREAS, the County of Contra Costa is seeking funds available through the U.S. Department of Justice;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors: Authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Chief of Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining Federal financial assistance provided by the U.S. Department of Justice.

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: April 9, 2019**

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

**Contact: Sandra Brown 925-335-1553**

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: April 9, 2019

Subject: 2019 State of California Department of Alcoholic Beverage Control Grant

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/113 approving and authorizing the Sheriff-Coroner, or designee, to apply for and accept a grant from the California Department of Alcoholic Beverage Control, in an initial amount of \$70,000 to fund proactive enforcement targeting the unauthorized sale of alcoholic beverage by businesses within the County for the period July 1, 2019 through the end of the grant funding.

**FISCAL IMPACT:**

Initial revenue of \$70,000 to support continued monitoring and licensing of Alcoholic Beverage Control (ABC) businesses, and to support training and other personnel costs associated with ABC licensed businesses. No matching County funds.

**BACKGROUND:**

This grant will provide the Office of the Sheriff additional staffing and resources to institute proactive enforcement and training of ABC licensed businesses in areas where the crime rate is higher than the county average. Enforcement operations will utilize a variety of methods to address sales to minors, unlicensed sales, sales to intoxicated persons, purchase of alcohol with food stamps, illegal gaming, and narcotics in licensed establishments. Expectations include a decline in alcohol related crimes and arrests, with an overall reduction in the number of police calls for service County-wide.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Sandra Brown  
925-335-1553

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff-Coroner will not be authorized to apply for and accept the grant funding.

ATTACHMENTS

Resolution 2019/113



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

Adopted this Resolution on 04/09/2019 by the following vote:

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



**Resolution No. 2019/113**

IN THE MATTER OF: Applying for and accepting a grant from the California Department of Alcoholic Beverage Control, entering into a contract with the State and any future amendments to the contract, if any, for the purpose of additional funding.

WHEREAS, THE Contra Costa County Office of the Sheriff desires to undertake a certain project designated as Alcoholic Beverage Control Grant Assistance Program 2019-2020 to be funded in part from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors: Authorizes the Sheriff-Coroner, Undersheriff, or the Sheriff's Chief of Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any action necessary for the purpose of obtaining financial assistance provided by the California Department of Alcoholic Beverage Control.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

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: Sandra Brown 925-335-1553**

**ATTESTED: April 9, 2019**

, 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: April 9, 2019

Subject: 2019-20 Early Head Start Childcare Partnerships Grant

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to apply for and accept supplemental funding in an amount not to exceed \$3,693,022 from the Department of Health and Human Services Administration for Children and Families for Early Head Start for the term of September 1, 2019 through August 31, 2020.

**FISCAL IMPACT:**

If awarded, the County would receive supplemental revenues in an amount not to exceed \$3,693,022. The County, as Grantee, would be required to generate a 20% non-federal in-kind match in an amount not to exceed \$923,256 (see calculation below). The match will be met through collaboration with State Child Development programs and the volunteer hours accrued by Head Start parents and community partners.

CFDA # 93.708

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: CSB (925)  
681-6389

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

By: , Deputy

cc: Nasim Eghlima, Christina Reich, Angela Winn

FISCAL IMPACT: (CONT'D)

Match Calculation

Federal \$3,693,022 = 80%

Match (In-Kind) \$923,256 = 20%

Total \$4,616,278 = 100%

In-Kind match is 20% of total funding

BACKGROUND:

The Administration for Children and Families (ACF) routinely provides expanded funding opportunities throughout the program year. The Office of Head Start recognizes that grantees will identify needs for additional funding during the initial implementation phase that were not apparent at the time of the initial award. The Employment and Human Services Department has identified the need for additional funds to address communication needs, health and nutrition, disabilities and mental health, safety, and professional development for Early Head Start staff.

The Board approved submission of a grant application to ACF for Early Head Start Childcare Partnership grant funds on August 16, 2016 (C.37). As a result, the County was awarded funding in an amount not to exceed \$6,250,000. The Board approved the submission of a supplemental grant application for a final 6 month budget period of March 1, 2018 through August 31, 2018 through the Early Head Start Childcare Partnership Program #2 on December 5, 2017 (C.51). The second year of funding was applied for accepted by the board on May 1, 2018 (C.20). This board order is to approve the submission of an application for continued funding under this program. The application will be reviewed for approval by the Head Start Policy Council on May 15, 2019 and will be submitted to ACF on June 1, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, supplemental funding to operate the Early Head Start program will not be received.

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: (1) Children Ready for and Succeeding in School; (3) Families that are Economically Self-sufficient; and (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

Funding letter

Budget narrative



# ADMINISTRATION FOR CHILDREN & FAMILIES

Office of Head Start | Region IX | 90 7th Street, San Francisco, CA 94103 | www.eclkc.ohs.acf.hhs.gov

John Gioia  
Board Chair  
Contra Costa County Community Services  
1470 Civic Circuit  
Concord, California 94520

**March 20, 2019**

Re: Grant No. 09HP000111

Dear Mr. Gioia:

A grant application must be completed for the upcoming budget period. Please consult the grant application instructions to determine the type of application required. The application for the Head Start grant is due 06/01/2019. As informed by Program Instruction ACF-PI-HS-18-06 issued November 30, 2018, the Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019, provides a cost-of-living adjustment (COLA) of 1.77 percent to eligible grantees. This application will need to include the COLA increase and must demonstrate how it will be used in accordance with the intended purposes indicated in the Program Instruction.

The following table reflects the annual funding and enrollment levels for your grant.

Program	Early Head Start
Federal Funded Enrollment	190
Funding Type	Early Head Start
Program Operations	\$3,543,940
Training and Technical Assistance	\$86,354
Cost-of-Living Adjustment (COLA)	\$62,728
<b>Total Funding</b>	<b>\$3,693,022</b>

**Period of Funding: 09/01/2019 – 08/31/2020**

### Application Submission Requirements

The application must be prepared and submitted in accordance with the *Head Start Grant Application Instructions with Guidance, Version 3 (Application Instructions)*. It must be submitted on behalf of the Authorizing Official registered in the HSES.

**Incomplete applications will not be processed.**

The *Application Instructions* are available on the home page of HSES. Please review the instructions carefully prior to preparing the application. Submission guidance can be found in the “Instructions” section of the HSES.

Please contact Chris Pflaumer, Head Start Program Specialist, at 415-437-8445 or [chris.pflaumer@acf.hhs.gov](mailto:chris.pflaumer@acf.hhs.gov) or Frank Olguin, Grants Management Specialist, at 415-437-8415 or [frank.olguin@acf.hhs.gov](mailto:frank.olguin@acf.hhs.gov) with questions regarding the *Application Instructions*.

For assistance submitting the application in HSES, contact [help@hsesinfo.org](mailto:help@hsesinfo.org) or 1-866-771-4737.

Funding is contingent upon the availability of federal funds and satisfactory performance under the terms and conditions of the Head Start grant in the current budget period.

Thank you for your cooperation and timely submission of the grant application.

Sincerely,



Jan Len  
Regional Program Manager  
Office of Head Start Region IX

cc: Kathy Gallagher, Executive Director  
Camilla Rand, Head Start Director

**EXECUTIVE SUMMARY  
INCOMING FUNDS NARRATIVE STATEMENT**

**1. PROJECT/PROGRAM TITLE.** Early Head Start-Child Care Partnership #2 Funding Application for Budget Period September 1, 2019 through August 31, 2020.

**2. FUNDING AGENCY.** Department of Health and Human Services, Administration for Children and Families (ACF), Office of Head Start (OHS).

**3. SUBMITTAL STATUS.** This is a submission of application for Early Head Start Child Care Partnership #2 grant funding for FY 2019- 2020.

**4. PROPOSED TERM.** Funding must be requested annually. The standard one year budget period is from September 1, 2019 through August 31, 2020. The budget summary is below.

**5. CURRENT FUNDING.** Funding for Early Head Start Child Care Partnership #2 is provided by federal dollars. Contra Costa County, as Grantee, is required to generate a 20% non-federal match of the total project budget, which may be in cash or in-kind contributions, fairly valued.

**6. FUTURE FUNDING.** An application for continuation grant funding must be submitted each year.

**7. BUDGET SUMMARY**

<b>Budget Categories:</b>	<b>FY 2018-2019 EHS Child Care Partnership #2 Operation</b>
Personnel	\$ 616,136
Fringe Benefits	\$ 369,357
T & TA	\$ 86,354
Travel	\$ - 0 -
Supplies	\$ 50,000
Contractual	\$ 502,746
Other	\$ 1,939,040
<b>Sub-Total of Direct Charges</b>	<b>\$3,563,633</b>
Indirect Costs	\$ 129,389
<b>Total Federal Amount Being Requested</b>	<b>\$3,693,022</b>
<b>Non-Federal Share</b>	<b>\$ 923,256</b>
<b>Total Federal and Non-Federal</b>	<b>\$4,616,278</b>

**8. STAFFING REQUIREMENTS.** As Grantee, Contra Costa County operates the Head Start Program, which is administered and staffed by the Employment & Human Services Department, Community Services Bureau.

**9. PROGRAM NEED.** The Community Services Bureau serves the needs of low-income children (3-5 years of age under Head Start, and prenatal - 3 yrs under Early Head Start) and their families, by providing quality childcare, child development, and other services such as medical, mental health and dental needs.

**10. RELATIONSHIP TO OTHER PROGRAMS.** The Community Services Bureau's Head Start program combines Federal Head Start and State Child Development funding into one cohesive program. The Bureau also has strong collaborations with other departments within the County and partners with community based organizations, local private businesses, schools, non-profits, and volunteer organizations.

**11. PROJECT GOALS. (Same goals and objectives for both Head Start and Early Head Start)**

**Goal 1:** Goal 1: Through the use of multiple technologies, CSB will develop systems to enhance staff and client communication while coordinating program-wide approaches to effective data management and ensuring high quality service delivery.

**Goal 2:** Due to an 84% increase in Early Head Start slots (from 311 to 573) in two years, CSB will enhance its Early Head Start programming through a multi-faceted approach.

**Goal 3:** CSB will implement a "Grow Our Own" approach to hiring, developing, and retaining a robust staff across all service areas that are responsive to the clients and intrinsically motivated to be the best they can be through a variety of supports and services.

**Goal 4:** CSB will implement data-driven Parent, Family and Community Engagement (PFCE) services that embrace the PFCE framework and result in measurable impacts that achieve the mission of the organization.

**12. STATED OBJECTIVES.**

- By June 30, 2019, CSB will place interactive self-service kiosk stations at large centers and the administration building with user-friendly interface and software that interacts with CSB's data management system.
- By June 30, 2019, CSB will implement the use of an interactive web-portal and mobile application to improve communication between client and staff.
- By June 30, 2019, CSB will implement an Interactive Voice Response (IVR) and Short Message System (SMS) that allows a computer to interact with clients through the use of voice and/or text to input via keypad or their land line or mobile device.
- By June 2019, trainings based on Program for Infant and Toddler Care (PITC) and State of California Infant and Toddler Learning Foundations will continue to be implemented to support growing professional knowledge of caregiving practices.
- By June 2019, CSB will increase family collaboration and understanding of school readiness through various family engagement activities based on the first

assessment date in the child outcomes report.

- By June 2019, CSB will administer vision screenings to Early Head Start Children ages 6 months to 3 years using the Plusoptix Mobile Vision Screener to ensure the earliest possible identification of vision concerns.
- By June 2019, CSB will enhance nutrition and oral health education with parents and staff to reduce the risk of early onset dental decay in children under 3 years old.
- By December 31, 2019, CSB will collaborate with Diablo Valley College ECE Learning Communities to engage participants in the field of early childhood education.
- By December 31, 2019, CSB staff will have an opportunity to participate in the Staff Health Improvement Plan (SHIP) and other initiatives that facilitate increased staff wellness and morale.
- By December 31, 2019, CSB will collaborate with the YMCA of the Bay Area and Contra Costa College in the California Apprenticeship Initiative to engage participants in the early care and education field.
- By June 2019, CSB will strengthen father-child relationships through activities that promote healthy lifestyles.
- By June 2019, CLOUDS's Strength Building-Family Partnership Agreement (SB-FPA) will provide measurable family outcome reports.
- By June 2019, The Make Parenting A Pleasure (MPAP) Curriculum will expand the scope of trainings.

**13. ACTIVITY SUMMARY.** Program continues to provide high-quality services.

**14. EVALUATION METHOD(S).** Measurable, results-based child and family outcomes have been implemented, such as the required State of California's Desired Results Developmental Profile, for programs providing services through collaboration with the State of California Department of Education.

**15. CHANGES COMPARED TO PRIOR YEAR (if any).** Goals and Objectives cover FY 2018 – FY 2022. Policy Council has been involved in the development, review and evaluation process of the goals and objectives.

**16. POTENTIAL CONTROVERSIAL ISSUES.** None. Public perception of the Head Start and Early Head Start programs remain positive. The Policy Council will approve submission of this grant at their April 17, 2019 meeting.





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: APPROVE a contract amendment with AssetWorks LLC.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE a \$300,000 increase in the payment limit of the software and services agreement between the County on behalf of the Public Works Department and AssetWorks LLC, from \$635,000 to a new payment limit of \$935,000 and to extend the termination date from March 31, 2019 to March 31, 2021, for vehicle telematics reporting hardware, software and services, Countywide.

**FISCAL IMPACT:**

100% Fleet Internal Service Funds

**BACKGROUND:**

On March 29, 2016 the Board of Supervisors approved Public Works to contract with AssetWorks LLC for vehicle telematics reporting hardware, software and services in the amount of \$635,000. This contract provides the telematics reporting hardware for installation in select vehicles from the County's fleet and internet access to real-time and historical data on the vehicle emissions performance, diagnostic trouble codes, positioning, speed and course. Fleet Services and user departments have found a need to occasionally review vehicles data for a variety of reasons. Light vehicles equipped with these telematics devices are eligible to be enrolled in the State Continuous Smog Testing Pilot Program which precludes the need for physical biennial smog inspections which

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Stan Burton  
925-313-7077

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

saves cost and reduces downtime of the vehicles. Since Board of Supervisor's approval, Public Works has worked with AssetWorks LLC to install the vehicle telematics reporting hardware and software services. The approval of the year to year rollover will allow Public Works to continue procuring equipment, software and services through AssetWorks LLC necessary to utilize telematics reports for programs such as the State Continuous Smog Testing Pilot Program.

CONSEQUENCE OF NEGATIVE ACTION:

If this is not approved, remote telematic reporting from AssetWorks will cease to operate.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Contract #26-665-5 with Jane Himmelvo, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-665-5 with Jane Himmelvo, M.D., an individual, in an amount not to exceed \$453,888 to provide family practice physician services at County’s Adult and Juvenile Detention Facilities, for the period from April 1, 2019 through March 31, 2021.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On March 7, 2017, the Board of Supervisors approved Contract #26-665-4 with Jane Himmelvo, M.D., to provide family practice physician services at County’s Adult and Juvenile Detention Facilities, for the period from April 1, 2017 through March 31, 2019.

Approval of Contract #26-665-5 will allow Contractor to continue to provide family practice physician services through March 31, 2021.

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

Action of Board On: **04/09/2019**  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: April 9, 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

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contractor will not provide medical services at County's Adult and Juvenile Detention Facilities.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 9, 2019

Subject: California State Association of Counties Welfare Client Data Systems Management Contract

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the CSAC Finance Corporation (California State Association of Counties) for a three-year payment limit not to exceed \$1,196,157 (FY 2019-20 \$380,683; FY 2020-21 \$398,423; FY 2021-22 \$417,051) to administer data processing services for the County's welfare client data system, for the period July 1, 2019 through June 30, 2022.

**FISCAL IMPACT:**

The total three-year contract amount is not to exceed \$1,196,157 (FY 2019-20 \$380,683; FY 2020-21 \$398,423; FY 2021-22 \$417,051). Funding will be 5% County, 52% State, and 43% Federal.

**BACKGROUND:**

Contra Costa County is one of eighteen counties (including Alameda, Fresno, Orange, Placer, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Cruz, Solano, Sonoma, Tulare, Ventura, and Yolo) that make up the Welfare Client Data Systems Consortium. All eighteen counties in this consortium utilize the California Work Opportunity and Responsibility to Kids Information Network (CalWIN), as their welfare client data system. CalWIN is an automated welfare benefits

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

and eligibility system. Each county compensates CSAC Finance Corporation (CSAC) to provide long range planning, ongoing development, enhancement, systems oversight, and maintenance aspects for the CalWIN system. The total contract amount for the three-year period, FY 2019-20 through FY 2021-22, represents Contra Costa County's proportional share of cost for the CalWIN system's management.

As presented to the Board on March 19, 2019 (D.3), Contra Costa County is working with all 58 California counties to form a new California's Statewide Automated Welfare Systems (CalSAWS) Consortium to develop and migrate to a new statewide welfare client data system by 2022. This three-year contract term to continue using the current system will not conflict with that work.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County would not be supported through CSAC to administer the current automated welfare benefits and eligibility system used by the Welfare Client Data Systems Consortium.



Contra  
Costa  
County

To: Board of Supervisors  
From: Marc Shorr, Chief Information Officer  
Date: April 9, 2019

Subject: Assignment, Assumption and Amendment of Professional Services Contract

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a Contract Assignment, Assumption and Amendment with Sierra Consulting, Inc., for the consulting and programming support contract originally executed with Mohammed A. Gaffar (dba Sierra Consulting), in an amount not to exceed \$70,000 for the original period September 1, 2015, through August 31, 2016, and with an extension through August 31, 2019.

**FISCAL IMPACT:**

None. This action is administrative.

**BACKGROUND:**

The Department of Information Technology is the administrator of the contract used by the Employment and Human Services Department for CalWIN Consortium Client Correspondence. This correspondence is printed on Production Enterprise Batch printers at DOIT & Central Services. Providing their services on a part-time intermittent "as needed" basis, Mohammed A. Gaffar (dba Sierra Consulting) has in-depth expertise and provides the required support skills necessary for the specialized coding and support of the Pitney Bowes StreamWeaver Print Stream software, Finalist Mail Address Validation software, and Mail Stream Plus Address Cleansing software products that are necessary and used to print & mail CalWIN

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Curt Dodson  
925-765-0524

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

Batch Client Correspondence timely and conform to US Postal mailing requirements and regulations.

DoIT entered into a Services Contract with Mohammed A. Gaffar (dba Sierra Consulting) to provide support for the automation of the printing and mail processing of CalWIN's Enterprise Batch Client Correspondence, and other related work for the period September 1, 2015 through August 31, 2016. On August 30, 2016, the Parties executed Amendment No. 1 to the Agreement, extending the term through August 31, 2017, increasing the payment limit to \$100,000, and expanding the scope of work to allow for increased coverage to include services related to the implementation of Pitney Bowes Stream Weaver PDF driver and software. A second Amendment was executed on February 7, 2017 to update the Contractor's address and increase the Contract Payment Limit to \$150,000. A third Amendment was executed August 15, 2017 to extend the contract term through August 31, 2019 and increase the payment limit to \$290,000. On January 7, 2019, Sierra Consulting, Inc., purchased the ownership interests in Mohammed Gaffar (dba Sierra Consulting) and Mohammed A. Gaffar (dba Sierra Consulting) and Sierra Consulting, Inc., desire for the Contract to be assigned to Sierra Consulting, Inc. An Assignment, Assumption and Amendment will allow the County to continue to receive the consulting and programming support services outlined in the contract.

CONSEQUENCE OF NEGATIVE ACTION:

The County will be unable to compensate for the new contractor for their services without allowing them to assume the existing contract.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: Execute an Assignment and Assumption of Contract and Consent between MSR Mechanical LLC and Marken Mechanical Services, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an Assignment and Assumption of Contract and Consent between MSR Mechanical LLC and Marken Mechanical Services, Inc. for heating and ventilation maintenance services with no change in the contract term or payment limit, Countywide.

**FISCAL IMPACT:**

There is no fiscal impact to this action. The cost of the contract will be funded through Facilities Services maintenance budget. (100% General Fund)

**BACKGROUND:**

Public Works Facilities Services Division staff maintains and repairs heating, ventilation and air conditioning units for all County owned buildings. Maintenance services are conducted by Facilities staff, but emergency and after hours maintenance and repairs are awarded to vendors specializing in those services. Public Works entered into a contract with Marken Mechanical Services, Inc. originally bid on Bidsync 1707-235, to conduct this work for the period of December 1, 2017 through November, 2020.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019**  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: April 9, 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)

Public Works staff was notified in November 2018 that effective April 24, 2018 MSR Mechanical LLC acquired Marken Mechanical Services, Inc., and Marken Mechanical Services, Inc. has transferred all contracts and work to MSR Mechanical LLC. An Assignment and Assumption of Contract and Consent will allow Public Works to continue to receive the services outlined in the contract with Marken Mechanical Services, Inc.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract amendment is not approved, heating, ventilation and air conditioning emergency repairs will not be performed by MSR Mechanical LLC.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: APPROVE a contract amendment with All County Flooring

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with All County Flooring, effective March 1, 2019, to increase the payment limit by \$2,000,000 to a new payment limit of \$2,800,000, with no change to the original term of July 1, 2018 through June 30, 2021, to provide on-call flooring maintenance services, Countywide.

**FISCAL IMPACT:**

This cost is to be funded through Facilities Services maintenance budget. (100% General Fund)

**BACKGROUND:**

Facilities Services is responsible for the maintenance of over two million square yards of carpeted and vinyl flooring. Capital Projects and Facilities have been budgeted with several maintenance projects expected to happen in the next two years. Several of these will include interior remodeling and renovation, requiring flooring. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County Facilities. All County Flooring was one of two lowest responsible and responsive vendors for this commodity and has been awarded this work. Current projects have exhausted the funds allowed by the original payment limit.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Ted Lavelle  
925-313-7077

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, on-call flooring maintenance services with All County Flooring will be discontinued.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Contract #74-282-20 with Ronel L. Lewis, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-282-20 with Ronel L. Lewis, M.D., an individual, in an amount not to exceed \$469,848, to provide psychiatric services for mentally ill adolescents at Juvenile Hall, for the period from July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 64% Mental Health Realignment, 18% Federal Medi-Cal, 18% State Early and Periodic Screening, Diagnostic and Treatment. (No rate increase)

**BACKGROUND:**

On June 5, 2018, the Board of Supervisors approved Contract #74-282-17 (as amended by Administrative Amendment Agreements #74-282-18 and #74-282-19) with Ronel L. Lewis, M.D., for the provision of outpatient psychiatric services, including, but not limited to diagnosing, counseling, evaluating, and providing medical and therapeutic treatment to mentally ill adolescents at Juvenile Hall for the period July 1, 2018 through June 30, 2019.

Approval of Contract #74-282-20 will allow Contractor to continue providing outpatient psychiatric services through June 30, 2020.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Matthew White, M.D.,  
925-957-5201

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

By: , Deputy

cc: A Floyd, M Wilhelm



CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's outpatient psychiatric services





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Contract #74-489-5 with Margaret L. Miller, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-489-5 with Margaret L. Miller, M.D., an individual, in an amount not to exceed \$209,664, to provide outpatient psychiatric services for adults in Central Contra Costa County, for the period from May 1, 2019 through April 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% Mental Health Realignment. (No rate increase)

**BACKGROUND:**

On April 17, 2018 the Board of Supervisors approved Contract #74-489-3 (as amended by Contract Amendment Agreement #74-489-4) with Margaret L. Miller, M.D., for the provision of outpatient psychiatric services, including, but not limited to diagnosing, counseling, evaluating, and providing medical and therapeutic treatment to mentally ill adults in Central Contra Costa County for the period May 1, 2018 through April 30, 2019.

Approval of Contract #74-489-5 will allow Contractor to continue providing outpatient psychiatric services through April 30, 2020.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Matthew White, M.D.,  
925-957-5201

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

By: , Deputy

cc: A Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's outpatient psychiatric services.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Contract #74-521-4 with Robert Stuart Streett, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-521-4 with Robert Stuart Streett, M.D., an individual, in an amount not to exceed \$209,664, to provide outpatient psychiatric care services to adults in Central Contra Costa County, for the period from June 1, 2019 through May 31, 2020.

**FISCAL IMPACT:**

This Contract is funded by 100% by Mental Health Realignment. (Rate increase)

**BACKGROUND:**

On March 27, 2018, the Board of Supervisors approved Contract #74-521-3, with Robert Stuart Streett, M.D., to provide outpatient psychiatric services to mentally ill adults in Central Contra Costa County, including diagnosing, counseling, evaluation, medication management and medical and therapeutic treatment for the period from June 1, 2018 through May 31, 2019. Approval of Contract #74-521-4 will allow Contractor to continue providing psychiatric services through May 31, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, County's clients will not have access to Contractor's psychiatric care services.

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Matthew White, M.D.,  
925-957-5201

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

By: , Deputy

cc: A Floyd , M Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Contract #76-617-1 with Antoine Samman, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-617-1 with Antoine Samman, M.D., an individual, in an amount not to exceed \$480,000, to provide neurology services at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period May 1, 2019 through April 30, 2021.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On May 1, 2018, the Board of Supervisors approved Contract #76-617 with Antoine Samman, M.D., to provide neurology services at CCRMC and Health Centers, for the period from May 1, 2018 through April 30, 2019.

Approval of Contract #76-617-1 will allow Contractor to continue to provide neurology services at CCRMC and Health Centers through April 30, 2021.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, patients requiring care at CCRMC and Health Centers will not have access to Contractor's neurology services.

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

Action of Board On: **04/09/2019**  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: April 9, 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





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 9, 2019

Subject: APPROVE a contract with Vine Electrical, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Vine Electric Inc., in an amount not to exceed \$500,000 for general electrical, main switchgear and infrared testing, and maintenance, for the period from 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 been tasked with several requests for electrical upgrades to County facilities. With an improved County budget and Facility Life Improvement Plan, the work orders have begun to amass. The amount of work has surpassed Facilities' ability to

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

Action of Board On: **04/09/2019**  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: April 9, 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)

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. Vine Electric, Inc. was selected for general electrical, main switchgear and infrared testing, repairs and maintenance.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, general electrical, main switchgear and infrared testing, repairs and maintenance services will be delayed and/or discontinued.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Contract #77-063-1 with Center for Social Dynamics

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-063-1 with Center for Social Dynamics, a corporation, in an amount not to exceed \$900,000, to provide applied behavioral analysis (ABA) services to Contra Costa Health Plan (CCHP) members, for the period from April 1, 2019 through March 31, 2021.

**FISCAL IMPACT:**

This contract is funded 100% by CCHP Enterprise Fund II. (Rate Increase)

**BACKGROUND:**

In April 2017, the County Administrator approved and the Purchasing Services Manager executed Contract #77-063 with Center for Social Dynamics to provide ABA services to CCHP members for the period April 1, 2017 through March 31, 2019.

Approval of Contract #77-063-1 will allow the Contractor to continue to provide ABA services to CCHP member through March 31, 2021.

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

Action of Board On: **04/09/2019**  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: April 9, 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 specialized health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Contract #77-070-1 with Advanced Respiratory, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-070-1 with Advanced Respiratory, Inc., a corporation, in an amount not to exceed \$150,000, to provide durable medical equipment including respiratory medical devices to Contra Costa Health Plan (CCHP) members for the period from May 1, 2019 through April 30, 2021.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (Rate increase)

**BACKGROUND:**

In May 2017, the County Administrator approved and the Purchasing Services Manager executed Contract #77-070 with Advanced Respiratory, Inc., to provide durable medical equipment including respiratory medical devices to CCHP members for the period from May 1, 2017 through April 30, 2019.

Approval of Contract #77-070-1 will allow Contractor to continue providing durable medical equipment including respiratory medical devices to CCHP members through April 30, 2021.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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 specialized health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Amendment Agreement #26-346-23 with the U.S. Department of Veterans Affairs

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #26-346-23, with the U.S. Department of Veterans Affairs, Northern California Health Care System (VANCHCS), effective April 1, 2019, to amend Sharing Agreement #26-346-21 (as amended by #26-346-22) to increase the payment limit by \$515,737 from \$474,000 to a new payment limit of \$989,737 for nuclear medicine services at Contra Costa Regional Medical Center (CCRMC) and to extend the term through March 31, 2020.

**FISCAL IMPACT:**

This amendment agreement is funded 100% by Hospital Enterprise Fund I. The services provided for the County's patients under this Contract are billable to patients and third party payors.

**BACKGROUND:**

For many years, the County and VANCHCS have maintained a mutual sharing agreement, which has made available to the County specialized medical services not otherwise available due to lack of resources, equipment, and personnel. These services included specialized laboratory testing, radiology services, nuclear medicine studies, computerized tomography (CT) scans, magnetic

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Jaspreet Benepal,  
925-370-5101

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

resonance imaging (MRI), dermatology, gastroenterology, urology, audiology and speech, and ophthalmology services. The County provides Emergency Room treatment and inpatient care, including certain ancillary services, for VANCHCS referred patients.

On March 27, 2018, the Board of Supervisors approved Sharing Agreement #26-346-21 (as amended by Amendment Agreement #26-346-22) with VANCHCS (under the auspices of the VANCHCS Nuclear Regulatory Commission License) to provide a full range of Nuclear Medicine Services to County's patients at the VANCHCS Outpatient Clinic in Martinez and/or CCRMC's Nuclear Medicine Department, for the period from April 1, 2018 through March 31, 2019. This agreement includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this agreement.

Approval of Amendment Agreement #26-346-23 will allow Contractor to continue to provide services at CCRMC's Nuclear Medicine Department through March 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, VANCHCS will not be able to continue to provide nuclear medicine services to CCRMC patients.



Contra  
Costa  
County

To: Board of Supervisors  
From: Todd Billeci, County Probation Officer  
Date: April 9, 2019

Subject: Purchase Order with Producers Dairy Foods, Inc

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Probation Department, a purchase order with Producers Dairy Foods, Inc. in an amount not to exceed \$260,000 to provide milk and other dairy products for the residents of the John A. Davis Juvenile Hall and the Orin Allen Youth Rehabilitation Facility for the period April 1, 2019 through March 31, 2021.

**FISCAL IMPACT:**

The maximum two year cost of \$260,000 (\$130,000 per year) is included in the Probation Department's annual budget and costs are partially offset by the National School Lunch Program.

**BACKGROUND:**

The Probation Department is required to provide residents detained at the John A. Davis Juvenile Hall and the Orin Allen Youth Rehabilitation Facility with three meals per day in accordance with California Code of Regulations Title 15 Minimum Standards for Juvenile Facilities. In addition, breakfast and lunch must meet the nutritional requirements of the National School Lunch Program to qualify for reimbursement. The aforementioned programs each have a specific milk/dairy component for each meal.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Danielle Fokkema,  
925-313-4195

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Probation Department would be out of compliance with the nutritional mandates of California Code of Regulations Title 15 and would no longer be eligible for reimbursements from the National School Lunch Program.

CHILDREN'S IMPACT STATEMENT:

This action supports two of the community outcomes established in the Children's Report Card: 1) Children Ready for and Succeeding in School and 2) Children and Youth Healthy and Preparing for Productive Adulthood.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Purchase Order Amendment with McKesson Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #F08208 with McKesson Corporation to extend the date of the Purchase Order from June 30, 2019 to June 30, 2020 for the 340B pharmacy network for prescription medications for Contra Costa Health Plan members with no change in the original payment limit of \$5,500,000.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

The Contra Costa Health Plan (CCHP) participate in the 340B pharmacy program through the Federal government's Office of Pharmacy Affairs (OPA). CCHP has a contract pharmacy network that provides prescription medications to CCHP members at a significantly reduced-price structure governed by the OPA.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment request is not approved, CCHP will be unable to participate in the 340B program after June 30, 2019, which would significantly increase CCHP's prescription medication expenses.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Japreet Benepal,  
925-370-5101

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

By: , Deputy

cc: Marcy Wilhelm, Margaret Harris





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Purchase Order with ABF Data Systems, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to execute a Purchase Order with ABF Data Systems, Inc. (dba Direct Systems Support) in an amount not to exceed \$183,620, to renew support and maintenance services for IBM and Lenovo servers for the period from March 21, 2019 through March 20, 2020.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

The Health Services Department (HSD) Information Technology Unit (IT) extensively uses Lenovo/IBM server hardware for the IT data center. Direct Systems Support manages HSD IT server hardware and support with IBM and Lenovo to ensure that there is not a lapse in support services. This purchase will provide the HSD IT Unit with support for servers that support the Epic Electronic Health Records (EHR) and other healthcare related software for the entire HSD. IBM and Lenovo provide support for Health Services servers to correct defects and functionality issues.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Patrick Wilson,  
925-335-8700

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

By: , Deputy

cc: Marcy Wilhelm, Renee Nunez

CONSEQUENCE OF NEGATIVE ACTION:

If the Purchase Order and agreements are not approved, the HSD will not have the necessary support in place. The servers contain Epic EHR data, and failure to support and maintain them could result in the inability to access and possible loss of patient information for the entire Health Services Department; causing patient care issues and medical emergencies.



Contra  
Costa  
County

To: Board of Supervisors  
From: Marc Shorr, Chief Information Officer  
Date: April 9, 2019

Subject: Microsoft Volume Licensing Enterprise Enrollment Renewal

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Chief Information Officer: (1) a Purchase Order with Insight Direct USA, Inc., in an amount not to exceed \$1,840,705; and (2) a Program Signature Form for a Microsoft volume licensing enterprise enrollment renewal for the period May 1, 2019 through April 30, 2022.

**FISCAL IMPACT:**

\$1,840,704.48 (100% User Fees); the whole cost is billed in three annual installments, and charged out to user departments on a per license basis.

**BACKGROUND:**

The Department of Information Technology (DoIT) initiates, on behalf of various County Departments, the purchase and renewal of the Microsoft Enterprise desktop licensing agreement. Each participating department is charged for its percentage of the licenses and fees, as applicable.

DoIT is receiving discounts from Microsoft authorized reseller Insight Direct USA, Inc., for the licensing of Microsoft products, such as Office 365. The purchased services included Monthly Subscriptions-Volume license, Software Assurance, and Microsoft's cloud-hosted services for e-mail and other cloud-based

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Marc Shorr (925)  
608-4071

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

applications, such as Sharepoint.

In accordance with Administrative Bulletin No 611.0, County Departments are required to obtain Board approval for single item purchases over \$100,000. The County Administrator's Office has reviewed this request and recommends approval.

CONSEQUENCE OF NEGATIVE ACTION:

Renewal of enrollment is required by the Microsoft to continue use and remain compliant with the licensing agreement.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Purchase Order with Stryker Sales Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #F10088 with Stryker Sales Corporation, to increase the payment limit by \$40,000 to a new payment limit of \$139,000 for the purchase of medical supplies, such as reusable and disposable tourniquet cuffs, and pumps for the Contra Costa Regional Medical Center (CCRMC) and Health Centers, with no change in the original term of January 1, 2018 through December 31, 2019.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

Stryker Sales Corporation provides several different reusable and disposable tourniquet cuffs, as well as other medical supplies as necessary for the CCRMC. Stryker Instrument's cuffs deliver consistent pressure distribution across the cuff's entire surface which enables use of lower-pressure settings.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment to the Purchase Order is not approved, the CCRMC must look to another vendor to supply the various tourniquet cuffs needed by the CCRMC.

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Jaspreet Benepal,  
925-370-5101

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

By: , Deputy

cc: Margaret Harris, Marcy Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Purchase Order with Grainger International, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with Grainger International, Inc., in an amount not to exceed \$159,000 for the purchase of miscellaneous industrial supplies as required by the Contra Costa Regional Medical Center (CCRMC) and the Contra Costa Health Centers, for the period from July 1, 2019 through June 30, 2021.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

Grainger International, Inc. provides the Health Services Department with miscellaneous industrial supplies such as emergency lights, exit and other signs, tools, protective equipment, and electrical, plumbing, and painting supplies used by the various trades to maintain its facilities. Contra Costa County has utilized Grainger International, Inc. since 2001.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Purchase Order is not approved, we will not be able to obtain the industrial supplies necessary to properly maintain the Contra Costa Regional Medical Center and Contra Costa Health Centers facilities.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Jaspreet Benepal,  
925-370-5101

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

By: , Deputy

cc: Marcy Wilhelm, Margaret Harris



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Purchase Order with Becton Dickinson and Company

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of Health Services Department, to execute a Purchase Order with Becton Dickinson and Company, in an amount not to exceed \$500,000 to purchase test reagents and related laboratory supplies for the Public Health Laboratory, for the period from March 1, 2019 through February 28, 2021.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

Becton Dickinson and Company is the sole source provider of reagents for the Viper Qx System for sexually transmitted diseases and the Mycobacteria Growth Indicator Tubes (MGIT) System for tuberculosis. These reagents are used to conduct testing at the County's Public Health Laboratory. The reagents are highly sensitive and specific for the organism being tested. These instruments take significantly less time to identify the organisms than with other testing systems, allowing for a quicker diagnosis and response.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Daniel Peddycord,  
925-313-6712

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

By: , Deputy

cc: Marcy Wilhelm, Margaret Harris

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the health care system would not be able to provide testing for Chlamydia and Gonorrhea which are the most commonly reported sexually transmitted diseases according to Centers for Disease Control. This would result in increased rates of these sexually transmitted diseases in Contra Costa County. In addition, the turnaround time for tuberculosis testing would be greatly increased if the Public Health Laboratory did not have the MGIT for tuberculosis detection.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Cancellation Agreement #76-524-15 and Contract #76-524-16 with Samir B. Shah, M.D., Inc.,

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County as follows:

1. Cancellation Agreement #76-524-15 in the amount of \$2,029,000 with Samir B. Shah, M.D., Inc., A Professional Corporation, effective close of business on April 30, 2019; and
2. Contract #76-524-16 in the amount of \$1,700,000 with Samir B. Shah, M.D., Inc., A Professional Corporation, for the period from May 1, 2019 through April 30, 2021, for the provision of ophthalmology surgical services, and for performing duties of the Chief Medical Officer and the Chief Executive Officer of Contra Costa Regional Medical Center (CCRMC) and Health Centers.

**FISCAL IMPACT:**

This Contract is 100% funded by Hospital Enterprise Fund I.

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Patrick Godley,  
925-957-5410

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

By: , Deputy

cc: Marcy Wilhelm

**BACKGROUND:**

On April 24, 2018, the Board of Supervisors approved Contract #76-524-14 with Samir B. Shah, M.D., Inc., for the period from May 1, 2018 through April 30, 2021, for the provision of ophthalmology services including consultation, clinic coverage, training, and medical and/or surgical procedures, and upon request acting as Department Head and Section Chief of the assigned medical unit; and Chief Medical Officer at CCRMC and Health Centers.

The Department and the Contractor have renegotiated the Contract terms to allow the Contractor to serve as Chief Executive Officer of the CCRMC and Health Centers. Therefore, in accordance with General Conditions Paragraph 5. (Termination and Cancellation) of the Contract, the Department and Contractor have agreed to cancel Contract #76-524-14 and enter into a new Contract to include the Chief Executive Officer services.

Approval of Contract #76-524-16 will allow the Contractor to continue to provide ophthalmology services, to act as Chief Medical Officer at CCRMC and Health Centers, and to expand his role to include the duties of the Chief Executive Office of CCRMC, through April 30, 2021.

The annual payment limit of \$850,000 reflects the full compensation payable for all services, work, expenses or costs provided or incurred by Contractor to serve as Chief Executive Officer of the CCRMC and Health Centers, Chief Medical Officer at CCRMC and Health Centers, and to provide ophthalmology services. This compensation is less costly than the previous practice of hiring two separate individuals to serve as Chief Executive Officer and Chief Medical Officer into exempt County positions.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Contra Costa Regional Medical and Contra Costa Health Centers will not have access to Contractor's services, which will result in a reduction in the overall level of services to the community.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 9, 2019

Subject: Contract with STAND! For Families Free of Violence for Differential Response Program Case Management Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with STAND! For Families Free of Violence, a non-profit corporation, in an amount not to exceed \$182,281 to provide Child Welfare Redesign Differential Response Path 2 Case Management services for the period July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

The funds allocated for this contract are 100% State, Child Welfare Services Outcome Improvement Project-Realignment Funds.

**BACKGROUND:**

This Contractor was selected as a result of the competitive bid process to continue implementation of the Differential Response Path 2 Case Management Program, which provides early intervention in the lives of families who have had a report of abuse or neglect. The Differential Response Program works with community-based and/or faith-based organizations to provide case management and home visiting services to high risk families to address the issues that brought the family to the attention of Children and Family Services (CFS). Selected contractors provide services to impact the family's ability to safely care for their children and avoid the further need for interaction with and further investigation by CFS.

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: V. Kaplan, (925)  
608-4963

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Employment and Human Services will be unable to provide valuable services.

CHILDREN'S IMPACT STATEMENT:

This contract supports all 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 community-based services to families to deter continued Children and Family Services intervention.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Contract #77-224 with Familytree Medical Transport, LLC.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Service Director, or designee, to execute on behalf of the County Contract #77-224 with Familytree Medical Transport, LLC, a limited liability company, in an amount not to exceed \$750,000, to provide non-emergency medical transportation services for Contra Costa Health Plan (CCHP) members, for the period from June 1, 2019 through July 31, 2020.

**FISCAL IMPACT:**

This Contract funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

Under Contract #77-224, the Contractor will provide non-emergency medical transportation services for CCHP members for the period June 1, 2019 through July 31, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Sharron Mackey,  
925-313-6104

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

By: , Deputy

cc: L Walker, M Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Amendment #27-875-8 with Clarity Software Solutions, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #27-875-8 with Clarity Software Solutions, Inc., a corporation, effective April 1, 2019, to amend Contract #27-875-6 (as amended by Amendment Agreement #27-875-7) to modify the fees to reduce mailing costs with no increase in the payment limit of \$7,718,000, and no change in the term of July 1, 2017 through June 30, 2020.

**FISCAL IMPACT:**

This amendment is funded 100% Contra Costa Health Plan Enterprise Fund II.

**BACKGROUND:**

On June 6, 2017, the Board of Supervisors approved Contract #27-875-6 (as amended by Amendment Agreement #27-875-7) with Clarity Software Solutions, Inc., for the provision of professional printing, publication, distribution and technical assistance for CCHP Member materials, for the period from July 1, 2017 through June 30, 2020.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Sharron Mackey,  
925-313-6004

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 Agreement #27-875-8 will allow the Contractor to modify the fee schedule to reduce mailing costs through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, new CCHP members requiring membership cards and other related new member materials will not have Contractor's services at a reduced cost.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 9, 2019

Subject: 2018-19 First Baptist Church Kids' Castle and E. Leland Childcare Contract, Amendment 1

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with First Baptist Church of Pittsburg, to increase the payment limit by \$156,589.77 to a new payment limit of \$1,553,669.77 for State Preschool, Pre-kindergarten Literacy, General Childcare and Development Programs, Head Start and Early Head Start services, with no change to term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This contract is 14% funded by the Administration for Children & Families' Federal funds, totaling \$216,600. The remaining 86% of the contract is funded by the California Department of Education's State funds, totaling \$1,337,069.77. No County match is required.

**BACKGROUND:**

Contra Costa County receives funds from the Administration for Children and Families (ACF) to provide Head Start and Early Head Start services to program eligible County residents. Contra Costa also receives funds from California Department of Education (CDE) to provide State Preschool and General Childcare services to program eligible County residents. The State requires an indemnification clause with County

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

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

Contact: CSB  
681-6334

By: , Deputy

cc: Nelly Ige, Teresita Foster, Haydee Ilan



BACKGROUND: (CONT'D)

subcontractors wherein the subcontractor holds harmless the State and its officers for any losses.

In order to provide a wider distribution of services to County residents, the Department contracts with a number of community-based organizations. This 2018-19 contract with First Baptist church of Pittsburg was approved by the Board on July 10, 2018 (c.79). This proposed amendment is to pass through the increased daily reimbursement rate from the State of California for the California Department of Education funded portions of the contract. The state routinely amends the daily childcare reimbursement rate during the program year.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to pass through the increased daily reimbursement rate to the Contractor.

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.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 9, 2019

Subject: 2018-19 Fairgrounds and Lone Tree Centers Childcare Services Operation contract amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with First Baptist Church of Pittsburg, California, to increase the payment limit by \$136,081.26 to a new limit of \$1,713,190.26 for the provision of childcare services at Fairgrounds and Lone Tree Children's Centers with no change to term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This contract is funded 18% with Federal funds from the Administration for Children and Families, totaling \$308,213. The State, California Department of Education / Child Development funds 82% of the contract, totaling \$1,404,977.26. No County match is required.

**BACKGROUND:**

On September 25, 2007 the Board approved to award the First Baptist Church of Pittsburg with operating childcare services at the County-owned facility, Fairgrounds Children's Center, as a result of a Request for Proposal (RFP). The first nine months of the contract was approved by the Board on the above

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: CSB (925)  
681-6334

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

By: , Deputy

cc: Nelly Ige, Haydee Ilan, Teresita Foster

BACKGROUND: (CONT'D)

date, and the Board has approved the contract to be renewed annually ever since.

Contra Costa County receives funds from the Administration for Children and Families (ACF) to provide Head Start and Early Head Start program services to program eligible County residents. County also receives funds from the California Department of Education (CDE) Child Development program for State Preschool and General Childcare and Development program services. The State requires an indemnification clause with County subcontractors wherein the subcontractor holds harmless the State and its officers for any losses.

The board approved the 2018-19 contract on July 10, 2018 (c.80). This proposed amendment is to pass through the increased daily reimbursement rate from the State of California for the California Department of Education funded portions of the contract. The State routinely amends the daily childcare reimbursement rate during the program year.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to pass through the increased daily childcare reimbursement rate to Contractor.

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.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 9, 2019

Subject: 2018-19 We Care Services for Children State Preschool services contract amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute a contract amendment with We Care Services for Children, to increase the payment limit by \$12,614.40 to a new payment limit of \$237,686.40 for State Preschool services with no change to the term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

Entirely funded with State, California Department of Education funds. There is no County match.

**BACKGROUND:**

Contra Costa County receives funds California Department of Education (CDE) to provide State Preschool services to program eligible County residents. The State requires an indemnification clause with County subcontractors wherein the subcontractor holds harmless the State and its officers for any losses.

In order to provide a wider distribution of services to County residents, the Department contracts with a number of community-based organizations. The board approved the 2018-19 contract on June 5, 2018 (c.97) to fund State Preschool services to

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: CSB (925)  
681-6333

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

By: , Deputy

cc: Monica DeVera, Teresita Foster

BACKGROUND: (CONT'D)

48 program-eligible children and families in the Central Contra Costa County area. This board order is to approve an amendment to this contract to pass through the higher childcare daily reimbursement rate from the State to the County's childcare partners. The state routinely increases the daily reimbursement rate during the program year.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to pass through the increased daily reimbursement rate.

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 children throughout Contra Costa County.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 9, 2019

Subject: 2018-19 Richmond Elementary School, Inc. State Preschool childcare services contract amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute a contract amendment with Richmond Elementary School, Inc., to increase the payment limit by \$14,016 to a new payment limit of \$264,096, for State Preschool services with no change to term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

Entirely funded with State, California Department of Education funds.

**BACKGROUND:**

Contra Costa County receives funds from California Department of Education to provide State Preschool services to program eligible County residents. In order to provide a wider distribution of services to County residents, the Department contracts with a number of community-based organizations. The State requires an indemnification clause with County subcontractors wherein the subcontractor holds harmless the State and its officers for any losses.

The board approved the 2018-19 contract on June 5, 2018 (c.99) for the provision of childcare services for 48 children enrolled in Richmond College Prep

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: CSB (925)  
681-6333

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

By: , Deputy

cc: Monica DeVera, Teresita Foster

BACKGROUND: (CONT'D)

preschool programs. This board order is to approve a contract amendment to pass through the higher childcare daily reimbursement rate from the State to County childcare partners. The state routinely increases the daily reimbursement rate during the program year.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to pass through the increased daily reimbursement rate to the Contractor.

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 children throughout Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Amendment #24-794-8(21) with John Muir Behavioral Health

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #24-794-8(21) with John Muir Behavioral Health, a non-profit corporation, effective November 1, 2018, to amend Contract #24-794-8(18) [as amended by Administrative Amendment #24-794-8(19)] to increase the payment limit by \$1,470,781 from \$1,550,000 to a new payment limit of \$3,020,781, with no change in the term of July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This amendment is funded 100% Mental Health Realignment funds. (No rate increase)

**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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019**  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: April 9, 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.

On May 8, 2018, the Board of Supervisors approved Contract #24-794-8(18), as amended by Amendment Agreement #24-794-8(19), with John Muir Behavioral Health Center for the provision of inpatient psychiatric hospital services to County-referred children, adolescents and adults, including mutual indemnification, for the period from July 1, 2018 through June 30, 2019.

Approval of Contract Amendment Agreement #24-794-8(21) 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.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Gift Cards and Food for the Health Care for the Homeless Program

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent on behalf of the Health Services Director, to purchase food for the Program Governance Meetings totaling \$4,500 (15 people at \$20 each for 15 months) and gift card incentives totaling \$500 for the Health Care for the Homeless Program participants, for the period from February 1, 2019 through January 31, 2020.

**FISCAL IMPACT:**

Funded entirely by the U.S. Health Resources and Services Administration Grant funds and reimbursement. No County funds are required.

**BACKGROUND:**

The Health Care for the Homeless Program received a grant from Health Resources and Services Administration to provide health care for the homeless population in Contra Costa County. A requirement of the grant is to establish and maintain Program Governance through a Co-Application Governing Board for Health Care for the Homeless program evaluation and Chief Executive Officer/Program Director evaluation. Additionally, another component of the grant is to conduct monthly focus groups with participants in the program and to offer incentives to those who participate.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Daniel Peddycord,  
925-313-6712

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

By: , Deputy

cc: Marcy Wilhelm, Rachel Birch

BACKGROUND: (CONT'D)

The Health Service Department anticipates purchasing 100 \$5 gift cards as incentives and providing food at the Program Governance meetings. Included in the approved grant budget is a line item for food/incentives at an annual amount of \$5,000. Approval of these purchases will cover food for the governance meetings and gift cards for the Health Care for the Homeless Program, through January 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If these purchases are not approved, the Health Care for the Homeless Program would not be fulfilling the goals outlined in the Health Resources and Services Administration Grant.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Contract #27-841-4 with Ming Fang, M.D., Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-841-4 with Ming Fang, M.D., Inc., a corporation, in an amount not to exceed \$750,000, to provide gastroenterology services to Contra Costa Health Plan (CCHP) members for the period from May 1, 2019 through April 30, 2021.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (Rate increase)

**BACKGROUND:**

On March 14, 2017, the Board of Supervisors approved Contract #27-841-3 with Ming Fang, M.D., Inc., to provide gastroenterology services for CCHP members for the period from May 1, 2017 through April 30, 2019.

Approval of Contract #27-841-4 will allow Contractor to continue providing gastroenterology services to CCHP members through April 30, 2021.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain specialized health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Gift Cards for Consumer Participation at Calli House Emergency Youth Shelter

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to purchase 75 TJMaxx, 75 Safeway, 75 Target, 75 Raley's, and 75 WalMart gift cards in a denomination of \$10 each, and 150 Starbucks, 100 Subway and 100 McDonald's gift cards in a denomination of \$5 each for a total amount of \$5,500 to use as incentives for consumer participation in Calli House Emergency Youth Shelter.

**FISCAL IMPACT:**

100% funded by Community Services Block Grant (Interdepartmental Services Agreement 38-583). No matching funds are required.

**BACKGROUND:**

Contra Costa County Health Services Department's Homeless Program received a grant to provide services to homeless youth. Included in the grant budget is a line item for client incentives in the amount of \$5,500. Gift cards are provided to youth consumers as an incentive for ongoing and meaningful participation and involvement in their case plan, acknowledgement of special achievements, employment and housing readiness and move-in assistance.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Lavonna Martin,  
925-608-6701

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

By: , Deputy

cc: Marcy Wilhelm, Juliana Mondragon

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to spend down grant funds awarded for Calli House Emergency Youth Shelter, nor will it be able to provide incentives for the youth consumers' special achievements, meaningful participation, employment and housing readiness or for move-in assistance.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Purchase Order with AGFA US Corp.

---

**RECOMMENDATION(S):**

APPROVE clarification of Board action of July 24, 2018 (Item C.108), which authorized the Purchasing Agent to execute a purchase order AGFA Healthcare Corporation, in the amount of \$187,764 for the purchase of a DX-D100 wireless portable unit with digital radiology 14s/10s system for Contra Costa Regional Medical (CCRMC) and Health Centers to change the vendor from AGFA Healthcare Corporation to AGFA US Corp.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

On July 24, 2018, the Board of Supervisors approved the Purchase Order with AGFA Healthcare Corporation in the amount of \$187,764 for the purchase of a DX-D100 wireless portable unit with digital radiology 14s/10s system.

The purpose of this Board Order is to correct an administrative error correcting the name of the vendor from AGFA Healthcare Corporation to AGFA US Corp.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the correction to the Purchase Order is not approved, then we cannot pay for the unit that was already supplied by AGFA.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Japreet Benepal,  
925-370-5101

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

By: , Deputy

cc: Marcy Wilhelm, Margaret Harris







Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Contract #27-264-11 with East Bay Nephrology Medical Group, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-264-11 with East Bay Nephrology Medical Group, Inc., a corporation, in an amount not to exceed \$1,000,000, to provide nephrology and internal medicine services for Contra Costa Health Plan (CCHP) members for the period from May 1, 2019 through April 30, 2021.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On May 2, 2017, the Board of Supervisors approved Contract #27-264-10 with East Bay Nephrology Medical Group, Inc., to provide nephrology and internal medicine services to CCHP members for the period May 1, 2017 through April 30, 2019.

Approval of Contract #27-264-11 will allow the Contractor to continue to provide nephrology and internal medicine services through April 30, 2021.

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

Action of Board On: **04/09/2019**  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: April 9, 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 specialized health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Purchase of Safeway Gift Cards for Consumer Participation in the Mental Health Services Act Community Program Planning Process

---

**RECOMMENDATION(S):**

AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to purchase Safeway Gift Cards in the amount of \$7,500 (500 cards at \$15.00/each) to use as incentives for consumer participation in the Mental Health Services Act Community Program Planning Process as allowed under Proposition 63.

**FISCAL IMPACT:**

100% Mental Health Services Act - Prop 63 funding.

**BACKGROUND:**

Proposition 63, the Mental Health Services Act, was passed by voters on November 2, 2004. This proposition imposes an additional 1% tax on taxable personal income above \$1 million to provide dedicated funding for expansion of mental health services and programs. Gift Cards are provided to mental health consumers and family members as an incentive for ongoing and meaningful participation and involvement as full partners in the MHSA planning processes, from the inception of the planning through implementation and evaluation of identified activities. State Department of Mental Health Letter Number 05-01 requires the participation of mental health consumers and family

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Matthew White M.D.,  
925-957-5201

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

By: , Deputy

cc: Marcy Wilhelm, Lisa Cabral

BACKGROUND: (CONT'D)

members in this process. Additionally, counties must continue to be engaged in ongoing community planning processes for MHSA annual plan updates and for any new MHSA plan. As such, to obtain broader stakeholder input, gift cards allow the county to provide a way to reward those mental health consumers and their family members who willingly volunteer many hours to participate in the myriad MHSA planning processes. Gift cards enable volunteer participants to cover the expenses of their transportation to and from planning meetings and covers the expenses of their meals when they need to be away from home. The gift cards allow the county to relieve the financial burden of those volunteer mental health consumer and family members who may not have the extra funds to allow their participation. The gift cards will be administered in accordance with the requirements outlined in Administrative Bulletin #615.

CONSEQUENCE OF NEGATIVE ACTION:

If there are no incentives available, consumer and family member participation and involvement will decrease during the Community Program Planning Process, which is a required component for the Mental Health Services Act (MHSA) Three-Year Program and Expenditure Plan.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 9, 2019

Subject: Contract with STAND! For Families Free of Violence

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with STAND! For Families Free of Violence, a California non-profit public benefit corporation, in an amount not to exceed \$317,125 to provide domestic violence support services to California Work Opportunity and Responsibility to Kids (CalWORKs) participants for the period July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

The funds allocated for this contract are 100% Federal/State capped, and were included in the Department's FY 2019/20 Recommended Budget.

**BACKGROUND:**

STAND! For Families Free of Violence provides a wide array of domestic violence services tailored to meet the specific needs of the Workforce Services Bureau. Services include California Work Opportunity and Responsibility to Kids (CalWORKs) domestic violence liaisons at Employment and Human Services

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: V. Kaplan, (925)  
608-4963

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

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

Department offices, technical assistance, consultation, and domestic violence identification and skills training, on-site capacity building, and linkages for domestic violence victims to community resources. STAND! For Families Free of Violence was selected through a competitive bid process (Request For Proposals #1152).

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, CalWORKs clients' access to domestic violence services will be hindered.

**CHILDREN'S IMPACT STATEMENT:**

This contract supports all 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.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 9, 2019

Subject: Amend Contract with Meals on Wheels Diablo Region

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Meals on Wheels Diablo Region, a non-profit corporation, effective April 1, 2019, to increase the payment limit by \$85,159 to a new payment limit of \$155,391 for increased services relating to the Area Agency on Aging, Title IIIB Supportive Services Program for the period July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

The funds allocated for this amendment are entirely Federal.

**BACKGROUND:**

Meals on Wheels Diablo Region (MOWDR) provides friendly in-person and phone support services to older adults in Contra Costa County. MOWDR must adhere to the Area Agency on Aging special conditions' definitions for the meaning of program services and terms. In addition to this contract, MOWDR provides fall prevention/health promotion, assistive devices, senior nutrition and physical activity programs throughout the three service areas of Contra Costa County: East, West, and Central.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: V. Kaplan, (925)  
408-3401

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

Original contract amount was for \$70,232, for the period of July 1, 2018 through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

Services are currently being provided based on the original contract. This amendment is to award additional funding from the California Department of Aging. If this amendment is not approved, the additional amount will not be awarded and services would not be increased.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Amendment #76-583-3 with Universal Hospital Services, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-583-3 with Universal Hospital Services, Inc, a corporation, effective December 3, 2018, to amend Contract #76-583-2 to recognize the name change of the corporation from Universal Hospital Services, Inc. to Agiliti Health, Inc., with no change in the contract payment limit of \$321,588 or the term of June 1, 2018 through May 31, 2019.

**FISCAL IMPACT:**

Funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**

On May 8, 2018, the Board of Supervisors approved Contract #76-583-2 with Universal Hospital Services, Inc., for the provision preventative maintenance and repair services on various biomedical equipment and Systems at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from June 1, 2018 through May 31, 2019.

Approval of Contract Amendment Agreement #76-583-3 will allow the Contractor to continue to provide services under the new name Agiliti Health, Inc., through May 31, 2019.

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

Action of Board On: **04/09/2019**  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: April 9, 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, Contractor's name will not be updated on the current contract.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Extensions to Purchase Orders with Med One Capital Funding, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent on behalf of the Health Services Director, to execute amendments to the following Purchase Orders with Med One Capital Funding, LLC, to extend the termination dates with no changes in the original payment limits for leases of Omnicell Pharmacy Automated Dispensing Systems (ADS) at Contra Costa Regional Medical Center and Contra Costa Health Centers and the Martinez Detention Facility.

Purchase Order #02160 extend the termination date from November 30, 2020 to February 28, 2022  
 Purchase Order #51960 extend the termination date from February 1, 2019 to December 31, 2019  
 Purchase Order #48838 extend the termination date from January 31, 2019 to July 31, 2019  
 Purchase Order #54142 extend the termination date from October 31, 2019 to February 28, 2020  
 Purchase Order #54143 extend the termination date from October 31, 2019 to March 31, 2020  
 Purchase Order #12460 extend the termination date from April 30, 2023 to July 31, 2023  
 Purchase Order #09120 extend the termination date from July 31, 2022 to September 30, 2022  
 Purchase Order #56788 extend the termination date from March 31, 2020 to April 30, 2020  
 Purchase

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Jaspreet Benepal,  
925-370-5101

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

By: , Deputy

cc: Marcy Wilhelm, Irene Segovia

RECOMMENDATION(S): (CONT'D)

Order #11650 extend the termination date from February 28, 2023 to April 30, 2023

FISCAL IMPACT:

100% funding is included in the Enterprise Fund I Budget.

BACKGROUND:

Due to the delay in receiving equipment at the beginning of the lease payment terms, the purchase orders need to be extended to continue providing Pharmacy Automated Dispensing systems (ADS) at Contra Costa Regional Medical Center and Contra Costa Health Centers.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved we will not be able fulfill the terms of the lease maturity date.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Contract #22-939-34 with Food Bank of Contra Costa County

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #22-939-34 with Food Bank of Contra Costa and Solano, a non-profit corporation, in an amount not to exceed \$141,060, to provide coordination of food services for County residents diagnosed with HIV disease for the period from March 1, 2019 through February 29, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by Ryan White HIV Treatment Extension Act. (No rate increase)

**BACKGROUND:**

In April 2018, the County Administrator approved and Purchasing Manager executed Contract #22-939-31 (as amended by Amendment Agreements #22-939-32 and #22-939-33) with Food Bank of Contra Costa County to provide coordination of food services for County residents diagnosed with HIV and their families for the period from March 1, 2018 through February 28, 2019.

Approval of Contract #22-939-34 will allow the Contractor to continue providing coordination of food services to County residents with HIV, through February 29, 2020.

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

Action of Board On: **04/09/2019**  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: April 9, 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

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contractor will not be able to provide sufficient protein and fresh produce to the existing caseload of County residents who are diagnosed with HIV.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Contract #26-352-15 with Delta Personnel Services, Inc. (dba Guardian Security Agency)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-352-15 with Delta Personnel Services, Inc. (dba Guardian Security Agency), a corporation, in an amount not to exceed \$385,000, to provide security guard services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**

This Contract is funded 52% Hospital Enterprise Fund I; 48% Whole Person Care Grant. (Rate increase)

**BACKGROUND:**

On February 6, 2018, the Board of Supervisors approved Contract #26-352-14 with Delta Personnel Services, Inc. (dba Guardian Security Agency), to provide security guard services at CCRMC and Contra Costa Health Centers, including Bay Point Health Center, Pittsburg Health Center and West County Health Center for the period from January 1, 2018 through December 31, 2018.

Approval of Contract #26-352-15 will allow the Contractor to continue providing security guard services at CCRMC and Contra Costa Health Centers through December 31, 2019.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Jaspreet Benepal,  
925-370-5741

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 contract is not approved, county facilities requiring security guard services will not have access to Contractor's services.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: April 9, 2019

Subject: Purchase Order - Lehr

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Lehr in an amount not to exceed \$283,000 for the purchase of ALPR (Automated License Plate Reader) cameras in the Discovery Bay area.

**FISCAL IMPACT:**

\$283,000. P-6 CAB funds (262900). Zero Net County Cost.

**BACKGROUND:**

The Discovery Bay P-6 Citizen Advisory Committee voted unanimously to request funds be allocated for installation and maintenance of fixed ALPR cameras in the greater Discovery Bay area as a crime prevention and investigative tool.

The ALPR camera capabilities are not only for the detection of stolen vehicles but also as an investigative tool for persons and property crimes, missing persons, runaways and other crimes or circumstances where vehicles are used by suspects or persons of interest. The area of Discovery Bay has been the backdrop for a few very serious crimes recently involving vehicles and the belief was had there been ALPR cameras in place their use may have resulted in swifter arrests

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Heike Anderson  
925-335-1339

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

By: , Deputy

cc: Heike Anderson, Liz Arbuckle, Mary Jane Robb, Paul Reyes

BACKGROUND: (CONT'D)

or identifying of suspects. In addition, the relative isolation of Discovery Bay coupled with it being along a major road from the I-5 corridor to east Contra Costa County, the Discovery Bay P-6 Citizen Advisory Committee thought ALPR to be an appropriate tool for identifying suspect vehicles coming and going in their town. With its location along Hwy 4 and other country roads, criminals can easily escape from Discovery Bay in a matter of minutes after committing their crimes.

The hope is that fixed ALPR cameras placed in strategic locations would provide virtually 100% coverage of the entrances and egresses of the Discovery Bay area and would prove to be an invaluable tool for law enforcement.

Vigilant Solutions ALPR camera systems provide both the preventative and investigative value needed in the Discovery Bay area. The cameras are the same type as utilized in the vehicular mobile application already employed in the Sheriff's Patrol environment.

CONSEQUENCE OF NEGATIVE ACTION:

ALPR cameras will not be purchased and there will be no additional measures in place to deter and solve crime.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: April 9, 2019

Subject: Purchase Order - Surtec, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Surtec Inc., in the amount of \$422,500 to supply the County's detention facilities with custodial supplies/specialty products and janitorial equipment repair for the period March 1, 2019 through February 29, 2020.

**FISCAL IMPACT:**

\$422,500. 100% General Fund; Budgeted.

**BACKGROUND:**

Surtec Inc., supplies the solutions for the 40 specialized disinfectant dispensers which are installed in all 3 detention facilities. These are dispensers with locks, specifically for the jail environment to keep the inmates from having physical contact with the chemicals. This vendor carries the majority of the cleaning solutions used in facilities that keeps the County detention facilities in compliance with the strict requirements of the Board of Corrections' annual facility inspections and of the State's regulations.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Sheriff's Office may be unable to acquire needed janitorial products to service the county adult detention facilities.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Mary Jane Robb,  
335-1557

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

By: , Deputy

cc: Heike Anderson, Paul Reyes, Mary Jane Robb



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: April 9, 2019

Subject: Housing Successor Annual Report for Fiscal Year 2017-18

---

**RECOMMENDATION(S):**

RECEIVE the Housing Successor Annual Report for Fiscal Year 2017-18 and DIRECT staff to file the report with the Department of Housing and Community Development and post the report on the County website.

**FISCAL IMPACT:**

There is no impact to the General Fund related to receiving and filing this annual report on the County's activities as the housing successor to the former Contra Costa County Redevelopment Agency.

**BACKGROUND:**

The County is the housing successor to the former Contra Costa County Redevelopment Agency ("Redevelopment Agency"), which was dissolved on February 1, 2012. Each housing successor is required to prepare an annual report on how it is meeting requirements imposed by Health and Safety Code Section 34176.1.

The annual report is required to contain the following: (1) a summary of housing successor duties; (2) the balance of the Low and Moderate Income Housing Asset Fund ("Housing Asset Fund"); (3) an inventory of properties held in the Housing Asset Fund; and (4) reports on performance thus far in meeting the income and age proportionality requirements of Health and Safety Code Section 34176.1.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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)

The report is due to the California Department of Housing and Community Development by April 1st each year and must be posted on the County's website. This report brings the Housing Successor into compliance with reporting requirements. The report for Fiscal Year 2017-18 is being presented to the Board of Supervisors for its reference.

The County is meeting all requirements imposed by Health and Safety Code section 34176.1. The County's progress on major requirements is summarized below. The balance of the fund as of June 30, 2018, was approximately \$11.2 million, of which \$7.1 million is bond proceeds issued prior to dissolution for affordable housing purposes. The Housing Successor received \$687,326 in revenue during 2017-18.

As the housing successor, the County owns 53 parcels with a statutory value of \$6.67 million. Five parcels (Phase 1 of Heritage Point) owned by the housing successor were sold to the CHDC the development of affordable housing within the North Richmond community.

The amount the Housing Successor is spending for housing monitoring and administrative costs is well below the then current limit as required by Health and Safety Code 34176.1(a)(1). Allowable administrative expenses for fiscal year 2017-18 was limited to an amount equal to 5.0 percent of the total of the amount of loans receivable and statutory value of land held for resale. Table 1 of the report shows actual expenditures and the maximum allowable for each fiscal year.

Non-administrative expenditures from the Housing Fund were focused on expenditures related to Heritage Point Affordable Housing Project. This project will consist of a four story 42 unit multifamily apartments with one to three bedrooms, which will be available to Very Low Income Households.

CONSEQUENCE OF NEGATIVE ACTION:

The County will be out of compliance with the requirements of Health and Safety Code Section 34176.1.

ATTACHMENTS

FY 17-18 Housing Report

County of Contra Costa  
as Housing Successor to the  
Contra Costa Redevelopment Agency

**Annual Housing Report**  
**Fiscal Year 2017-18**

March 15, 2019

Prepared for:  
the Contra Costa County  
Housing Successor by:

DHA Consulting  
Long Beach, CA

# Annual Report County of Contra Costa Housing Successor

## Introduction

This document represents the annual report of the Housing Successor of the County of Contra Costa, acting as housing successor to the former Contra Costa County Redevelopment Agency, which entity was dissolved in 2012 (“Former Agency”). This report is required pursuant to Section 34176.1 of the Health and Safety Code which was effective January 1, 2014 and replaces other types of annual reporting required of former redevelopment agencies. The report summarizes revenues, expenditures and fund balances included in the County’s Consolidated Annual Financial Report (“CAFR”) and also includes a review of Housing Successor’s status on meeting certain housing related requirements. The items to be included in this annual report are specific and are enumerated in Section 34176.1(f) of the Health and Safety Code. Changes to the reporting requirements in Section 34176.1(f) were included in SB 107, which was enacted in September 2015 and became effective immediately. This annual report includes the reporting requirements added by SB 107 and covers the 2017-18 fiscal year.

## Redevelopment Dissolution Act

In December 2011, the California Supreme Court issued its opinion in the case of *California Redevelopment Association, et al., v. Matosantos, et al.* The Court upheld the right of the state to dissolve redevelopment agencies pursuant to Part 1.85 (commencing with Section 34170) of Division 24 of the California Health and Safety Code, enacted by AB x1 26, and as amended on June 27, 2012 by AB 1484 (the “Dissolution Act”). Based on modified time lines approved by the Court, all redevelopment agencies, including the Former Agency, were dissolved effective February 1, 2012. The County of Contra Costa elected to serve as the governing body for the Former Agency’s low and moderate income housing assets (“Housing Successor”). Under the Dissolution Act, successor agencies are charged with winding down the affairs of the former redevelopment agencies and paying their obligations. Housing successors are different legal entities and have different duties under the Dissolution Act. Housing successors received the non-cash housing assets<sup>1</sup> of former redevelopment agencies and are charged with monitoring and maintaining existing low-and moderate income housing assets and meeting outstanding requirements for former redevelopment agencies.

Under the Dissolution Act, housing successors have no ongoing revenue source except for program income (revenue generated by non-cash housing assets) and 20 percent of loan repayments, if any, made by successor agencies to cities or counties as repayment of loans the cities made to the former redevelopment agencies under the special repayment provisions of the Health and Safety Code (Section 34191.4).

## Definition of Income Levels

Housing successors are required to spend their funds to assist low income households obtain decent, safe and sanitary housing. These requirements define various types of low income households. The definitions categorize households with like incomes into groups and label them according to how their income compares to the median income of households in the region. These categorizations are as follows:

---

<sup>1</sup> In addition to non-cash housing assets, the Successor/County was able to retain any cash that was encumbered for specific housing obligations.



Annual Report  
Contra Costa County Housing Successor

Extremely Low Income	incomes at or below 30% of area median income, adjusted for family size
Very Low Income	incomes between 31% and 50% of area median income, adjusted for family size
Low Income	incomes between 51% and 80% of area median income, adjusted for family size
Moderate Income	incomes between 81% and 120% of area median income, adjusted for family size

### Current Housing Successor Requirements

SB 341 was enacted in 2013 and imposed new housing requirements on entities acting as housing successors to former redevelopment agencies beginning January 1, 2014, including but not limited to new reporting requirements. Specifically, SB 341 amended Section 34176 and added Section 34176.1 to the Health and Safety Code, which clarified the provisions for the Health and Safety Code that pertain to housing successors and outlined some significant new housing-related requirements. These requirements apply to unencumbered funds held by housing successors and provide that these funds must be used as was previously required for monies in former redevelopment agencies' low and moderate income housing funds. This clarification was needed because the 2012 dissolution of all redevelopment agencies in the state, including the Former Agency, raised a number of questions as to which part of the housing provisions of the Health and Safety Code were applicable to housing successors.

SB 341, as amended by SB 107 in 2015, made a number of changes to the regulations governing housing related expenditures. Five of the biggest changes that impact this report include:

- **Administrative Costs:** Administrative costs can equal up to 5.0 percent of a housing successor's real property value. From January 1, 2014 to January 1, 2015, administrative costs were capped at 2.0 percent of a housing successor's real property value. Prior to January 1, 2014, the amount spent on administration needed to be "reasonable", but was not quantified.
- **Senior Housing:** The formula for limiting senior housing is loosened somewhat from previous requirements, and is discussed under "Expenditure Targeting by Age, Section 34176.1(f)(11)" below.
- **Excess Surplus:** The formula for excess surplus and the requirements for housing successors that have a surplus were revised and are discussed under "Excess Surplus, Section 34176.1(f)(12)" below.
- **Time Limitations for Land:** The requirements for the length of time Housing Successors may hold land purchased were modified somewhat from prior law and are discussed under "Duration of Land Held: 34176.1(f)(8)" below.
- **Expenditure Targeting:** Dollar targeting requirements were significantly tightened and essentially prohibit expenditures for moderate income households. In addition, the updated requirements provide new targets on which income levels housing successors must spend their funds to assist. Eighty percent of unencumbered funds must be geared for those households earning 60 percent or less of the median income. The balance is to be spent on households earning 61 to 80 percent of median income. This differs from previous requirements when percentages were different and expenditures for Moderate Income households were permitted. Demonstration of compliance with these requirements is not required to be reported until 2019.

## Annual Report Contra Costa County Housing Successor

As discussed above, the Contra Costa County Redevelopment Agency was dissolved as of February 1, 2012. This process ceased the Agency's receipt of 20 percent of tax increment revenues to fund housing projects. In addition, unencumbered cash in the possession of the Former Agency as of dissolution was required to be distributed to the base year taxing entities rather than be used for additional housing projects. The only source of annual funding available to the Housing Successor is income received from assets held: principal and interest payments on any funds the Agency/Successor has loaned, land sale proceeds, and interest income. In addition, the Housing Successor has available for eligible expenditures the proceeds of bonds that were issued by the Former Agency for housing purposes.

### Reporting for Section 34176.1

The current Section 34176.1 reporting requirements include 13 separate items on which the Successor must report. Many of the requirements involve simply reporting a number or numbers included in the Successor's latest audited financial statements, which are included in the County's Consolidated Annual Financial Report (CAFR). This report is based on the CAFR for the 2017-18 fiscal year and includes specific reporting for the Housing Successor. For the convenience of the reader, responses to all 13 items are included in Table 1. Those items which require additional calculations to document are included in Tables 2 through 5 and Appendix A. A brief description of each of the reporting requirements as they apply in Contra Costa County is also included below.

#### *County Loan Repayments: 34176.1 (f) (1)*

SB 107 added an additional requirement to the reporting requirements outlined by SB 341. The annual report is to include any housing revenue housing successors received from successor agencies. Specifically, an amount equal to 20 percent of certain loan repayments between counties or cities and successor agencies that are subject to Health and Safety Code Section 34191.4 is to be separately reported. In 2015-16, the Successor Agency repaid the County \$250,277 for a loan made by the County to the Former Redevelopment Agency for the Montalvin Manor Redevelopment Project establishment costs. Twenty percent of the loan amount, as required by Section 34191.4, was paid to the Housing Successor in July 2017.

#### *Housing Fund Deposits: 34176.1 (f) (2)*

The annual report is to include reporting on the amounts deposited in the Housing Fund each year. Any amounts received from the Successor Agency for items included on the ROPS are to be reported separately from other funds. As shown on Table 1, the Housing Successor received \$687,326 in revenue during 2017-18. This amount varies from the amount reported in the CAFR because of accounting adjustments performed to offset the amount of land sale proceeds received by the fact that the property the Housing Successor sold during 2017-18 was sold for an amount less than the amount the Housing Successor paid for the property. Selling property for less than the acquisition costs is common when selling properties to private individuals for low and moderate income housing purposes.

#### *Housing Fund Balance: 34176.1 (f) (3)*

SB 341 requires that the annual report include the fund balance in the Housing Fund as of the end of the year. The balance in the fund as of June 30, 2018 was approximately \$11.2 million, of which \$7.1 million is bond proceeds issued prior to dissolution for affordable housing purposes, as shown in Table 1. The value associated with outstanding housing loans and any land owned by the Housing Successor are not included in this balance as they do not represent cash available to the Successor.

#### *Annual Expenditures: 34176.1 (f) (4)*

The annual report is to include a description of expenditures from the Housing Fund by category. As required, a description of expenditures from the Housing Fund by category is included as items 4 and 7 on Table 1. No expenditures were made by or on behalf of the Housing Successor that were ROPS-

Annual Report  
Contra Costa County Housing Successor

related. During 2017-18, the Housing Successor spent \$182,126 for housing monitoring and administrative costs for the 2017-18 fiscal year, which is well below the \$716,863 limit imposed by Health and Safety Code 34176.1(a)(1).

Non-administrative expenditures from the Housing Fund were focused on expenditures related to Heritage Point Affordable Housing Project. This project will consist of a four-story multifamily apartment building, with 42 one to three bedroom units that will be available to Very Low Income Households. When completed, residents can take 15-minute AC Transit bus ride directly from the site to the Richmond BART Station, approximately 2 miles away.

*Real Property: 34176.1 (f) (5)*

SB 341 requires that the Successor report on the statutory value of any real property that it received from the Former Agency.

The value of real property owned by the Housing Successor is included in Table 1, item 5, and equals the total of loans and grants receivable and the statutory value of land held by the Housing Successor, as required. Pursuant to Health and Safety Code 34176.1, statutory value is the value of the property as reported to the state Department of Finance in its formal Housing Asset Transfer form (the "statutory value"). For the Housing Successor, the statutory values of its current land holdings vary somewhat from amounts included in the CAFR. As a result, both the statutory value and the value included in the CAFR have been included in the detail shown in Table 2 and Appendix A-2. The amounts shown in Table 1 are the statutory values, as required by the statute.

*Transit Housing: 34176.1 (f) (6)*

Housing Successors that are in compliance with housing regulations are permitted under SB 341 to develop transit housing and are to separately report such expenditures in the annual report. For 2017-18, the Housing Successor did not develop or assist in the development of any Transit Housing and thus has no expenditures to report.

*ROPS Funding for Housing: 34176.1 (f) (7)*

The annual report is to include a description of any project for which the Successor receives revenue through the ROPS process and the status of that project, which description is included directly below. The Housing Successor does not have any projects that it is funding through the ROPS process.

The Successor Agency did request and receive approval through the ROPS process to spend Successor Agency reserves to pay for some of the Housing Successor's property maintenance and development costs. These monies were paid directly to the vendors by the Successor Agency on behalf of the Housing Successor and were never actually transferred to or spent by the Housing Successor. The last of those expenditures ended in 2015-16. There are no ROPS-related expenditures to report for the 2017-18 fiscal year.

*Duration of Land Held: 34176.1 (f) (8)*

SB 341 requires that the Agency report on its compliance with new requirements on the amount of time the Housing Successor can hold property acquired for future development from monies in the Housing Fund per 33334.16, as modified by SB 341.

A listing of the properties the Successor held as of June 30, 2018 is included in Table 3. Pursuant to Health and Safety Code Sections 33334.16, housing successors have 5 years to initiate activities consistent with the development of housing for low and moderated income housing purposes for any properties that it purchased for that purpose before February 1, 2012. The date that the 5 years is counted against is the date that is 5 years after the Department of Finance approved the transfer of the properties to the Housing Successor, or prior to February 6, 2018. The value of the properties still owned

Annual Report  
Contra Costa County Housing Successor

by the Housing Successor as of January 31, 2018 are shown in Table 2 along with the current status of activities the Housing Successor has undertaken to realize the development of low income housing. While development-related activities have been initiated for most properties owned, the Housing Successor plans on seeking a 5-year time extension for those properties still under its ownership as of June 30, 2018, as allowed by Health and Safety Code 33334.16.

*Housing Production and Housing Replacement: 34176.1 (f) (9)*

SB 341 requires the annual reporting by the housing successor to contain a description of any progress that has been made on meeting any of the outstanding replacement housing obligations and/or housing production requirements (pursuant to Health and Safety Code Section 33413) that were outstanding at the time transfer to the housing successor on February 1, 2012. Housing Successor staff estimate that the housing projects assisted by the Former Agency and/or the Housing Successor more than met of the housing production obligation.

The Former Agency did have one replacement housing obligation to meet when it was dissolved in 2012. Twenty-seven affordable units were supposed to be built to replace the units displaced at the Orbisonia Heights Project in the former Bay Pointe Project Area. Those units were, and are still, intended to be replaced onsite in the newly constructed Orbisonia Heights project. Development of the site was delayed by both the real estate market and the disruption of redevelopment dissolution. As such, the Housing Successor just recently concluded exclusive negotiations with a developer and is currently drafting a disposition and development agreement to realize the development of the site. When the development is completed, the replacement housing obligations for the project and for the Housing Successor will be fully met.

It should be noted that housing production and replacement requirements ceased when the Former Agency was dissolved. As such, the Successor does not need to demonstrate its compliance with these requirements on an annual basis, but will continue to report on the progress in meeting its outstanding replacement housing requirement.

*Expenditure Targeting by Income Level: 34176.1 (f) (10)*

Unencumbered funds in the Housing Fund that are not spent on allowable administrative costs must be spent primarily on extremely low and very low income households.<sup>2</sup> In fact, 80 percent of unencumbered funds must be geared for those households earning 60 percent or less of the median income. This differs from previous requirements when expenditures for Moderate Income households were permitted. Demonstration of compliance with these requirements is not required to be reported until 2019. The only project-related expenditures the Housing Successor has made since the enactment of this requirement in 2014 are dollars related to the Heritage Point Affordable Housing Project, which is rental housing geared for Very Low Income Households. Year by year expenditures for housing projects is shown in Table 3. Table 3 does not include expenditures made on behalf of the Housing Successor by the Successor Agency through the ROPS process, which expenditures occurred in fiscal years 2013-14 through 2015-16.

*Expenditure Targeting by Age: 34176.1 (f) (11)*

Section 34176.1(b) provides that previous age targeting requirements no longer apply but rather requires adherence to new restrictions. If the number of assisted units that are restricted for seniors and assisted individually or jointly by the housing successor, its former redevelopment agency and/or the County within the previous 10 years exceeds 50 percent of all units assisted, then the housing successor cannot assist any more senior housing until the number of units assisted for families equal at least 50 percent of total units.

---

<sup>2</sup> As of September 2015, the statutes allow the expenditure of up to 5 percent of the value of the Successor's assets to be spent on administering and monitoring housing projects.

## Annual Report Contra Costa County Housing Successor

For the County, the Former Agency and the Housing Successor, the last affordable housing project restricted to seniors was completed in 2002. As such, the Housing Successor is in compliance with this requirement.

### *Excess Surplus: 34176.1 (f) (12)*

SB 341 changes the definition of excess surplus and the penalties for noncompliance. The term “excess surplus” applies to any monies in the Housing Fund that are greater than \$1 million or the total of the deposits into the Housing Fund in the previous 4 years. If a housing successor does not spend excess surplus funds within 3 years after they become excess surplus, the housing successor will have to transfer the funds to the state Department of Housing and Community Development for use in specified statewide housing programs. SB 341 requires that the Housing Successor report on the amount of any excess surplus and its plans for expenditure of those surplus funds, if applicable. As shown in Table 4, the Housing Successor did not have an excess surplus as of July 1, 2017 or July 1, 2018 because the deposits to the Housing Fund in the four prior years exceed the adjusted balance in the fund. For the purpose of calculating the excess surplus, the amount of bond proceeds held by the Housing Successor is first deducted as they should not be a part of the excess surplus calculation.

### *Homeownership Unit Inventory: 34176.1 (f) (13)*

SB 341 requires that the Housing Successor report on the number of affordable for-sale housing units (Homeownership Units) the Former Agency or the Housing Successor has assisted that are subject to covenants and restrictions. The annual reporting is to include the number, reason and dollars received by the Housing Successor as a result of the loss of any units that has occurred since July 1, 2013 and annually thereafter. This information is included for the Housing Successor in Table 5 and Appendix A-2.

The Homeownership Units directly assisted by the Former Agency through loans that were transferred to the Housing Successor as of February 1, 2012 were primarily units assisted by the Agency’s First Time Homebuyers Program: 21 of the 30 Homeownership Units with Loans were for the First Time Homebuyer’s Program. In addition to the First Time Homebuyer’s Program, the Agency also transferred land to Habitat to Humanity for the construction or rehabilitation of nine affordability restricted Homeownership Units. The Housing Successor loaned money to the Habitat for Humanity for these units, but did not make individual loans to homeowners. While some of the First Time Homebuyer units contain equity sharing provisions, many of these loan agreements required the homeowners to sell the units to income restricted buyers at affordable housing costs when moving. As a result, none of the Housing Successor’s Homeownership Units were lost to the County’s affordable housing portfolio during the 2017-18 fiscal year.

In addition to the Homeownership Units for which the Housing Successor has or had loans outstanding as of February 1, 2012, there are 66 Homeownership Units for which the Housing Successor does not have any loans outstanding. It does, however, have covenants recorded on the properties that contain restrictions on the resale of these units.

If both categories of Homeownership Units are combined, there were a total of 96 restricted Homeownership Units as of June 30, 2018 in the County of Contra Costa County’s jurisdiction that contain deed restrictions, some of which had received direct assistance from the Successor or Former Agency.

## Disclosure

This Report was prepared by DHA Consulting from historical records and other information provided by Former Agency staff. DHA Consulting did not independently verify or otherwise confirm the legality or accuracy of the data provided.

Table 1  
 Contra Costa County Housing Successor  
 Annual Report Required by SB 341  
 Fiscal Year 2017-18

Description	H & S Code	Timeframe	Detail	Total
<b>Successor Agency/City General Fund</b>				
1. Amount Received per Special City Loan (34191.4)	34176.1 (f) (1)	2015-16	\$ -	(1)
<b>Low and Moderate Income Asset Fund</b>				
2. Amount Deposited During:	34176.1 (f) (2)	2017-18	\$ -	\$ 687,326 (2)
City Loan Repayment (20% of #1 above)			50,055	
ROPS Related			-	
Other			637,270	
3. Cash Balance in the Fund as of Fiscal Year End	34176.1 (f) (3)	6/30/2018		11,234,987 (3)
Bond Proceeds			7,072,506	
ROPS Related			-	
Other Funds			4,162,481	
4. Expenditures by Category	34176.1 (f) (4)	2017-18		273,393
Administration			182,126	
Housing Preservation/Monitoring			-	(4)
Heritage Point Affordable Housing Project			91,268	
Other Projects			-	
<b>Other Reporting Requirements</b>				
5. Non-Cash Assets - Total	34176.1 (f) (5)	6/30/2018		14,337,255
Statutory Value of Real Property (Land)			6,746,143	(5)
Loans and Grants Receivable			7,591,112	
6. Transferred Funds to Develop Transit Housing	34176.1 (f) (6)	6/30/2018		None
7. Projects with Funding Included on the ROPS	34176.1 (f) (7)	2017-18		None
8. Duration of Property Held	34176.1 (f) (8)	6/30/2018		See Table 2
9. Obligations Outstanding per 33413	34176.1 (f) (9)	6/30/2018		
Housing Production				See Narrative (6)
Housing Replacement				See Narrative (6)
10. Expenditure Targeting Requirements	34176.1 (f) (10)	from 1/1/2014		See Table 3 (7)
11. Rental Housing Units Restricted for Seniors	34176.1 (f) (11)	6/30/2018		See Narrative
12. Excess Surplus Calculation/Reporting	34176.1 (f) (12)	6/30/2018		See Table 4
13. Homeownership Unit Inventory	34176.1 (f) (13)	6/30/2018		See Table 5
<b>AUDITED FINANCIAL STATEMENTS</b>	34176.1 (f)	2017-18	<u>See Pages 120 to 126 of CAFR</u>	

- (1) Amounts paid by the Successor Agency to the City; the Housing Successor only receives 20% of the loan repayment amount, which amount is included in item 2.
- (2) Includes land sale proceeds which are not directly reflected as revenue in the audited financial statements, or CAFR.
- (3) Excluded from the fund balance shown above are loans receivables and land held for resale, which are shown separately under 5. above.
- (4) Costs associated with maintaining and preserving the Successor's assets are included with amounts reported for other administrative costs.
- (5) Equals the total value for all properties held for resale at the end of the fiscal year as reported to the state Department of Finance in the Housing Successor's formal Housing Asset Transfer form, which was approved by the DOF February 6, 2013. This amount varies from the CAFR.
- (6) See preceding narrative for a description of the Housing Successor's compliance with these requirements.
- (7) Pertains to requirements to target expenditures towards households earning 80% or less of the median income, as outlined in Health and Safety Code 34176.1(a)(3). See Table 3.

Table 2  
 Contra Costa County Housing Successor  
 Land Held for Resale <sup>(1)</sup>  
 As of June 30, 2018

<b>Project Name</b>	<b>Effective Acq. Date (2)</b>	<b>Required Initiation Date (2)</b>	<b>Status</b>	<b>Future (3) Disposition Plans</b>	<b>CAFR (4) (6) 17-18 Carrying Asset Values</b>	<b>HAT (5) (6) 17-18 Carrying Asset Values</b>
Orbisonia Heights (Bay Point)	2/6/2013	2/6/2018	ENA 9/12/2017	DDA in Process 3/2019	5,216,376	5,231,380
North Broadway Property	2/6/2013	2/6/2018	Vacant Land	No Activity Yet	55,790	55,790
96 Enes	2/6/2013	2/6/2018	Sold 3/20/2014	Sold for Affordable Unit	-	-
Mims / Canal Assemblage	2/6/2013	2/6/2018	Vacant Land	No Activity Yet	76,109	76,109
190 Bel Aire	2/6/2013	2/6/2018	In Negotiations	Youth Homes Planned	40,268	40,268
Rodeo Town Center	2/6/2013	2/6/2018	Marketing Site	ENA in Process 3/2019	938,792	938,792
1250 Las Juntas	2/6/2013	2/6/2018	Sold 12/23/2016	Habitat for Humanity	-	-
Heritage Point	2/6/2013	2/6/2018	Sold during 2017-18	Sold for 43 Affordable Units	-	-
Vacant Lots	2/6/2013	2/6/2018	Vacant Land	No Activity Yet	345,404	403,805
<b>Total Carrying Value/Land Held for Resale</b>					<b>6,672,782</b>	<b>6,746,143</b>

- (1) Includes properties held by the Housing Successor for transfer to public or private parties for future low and moderate income housing purposes. See Appendix A-2 for parcel level detail.
- (2) The "Effective Acquisition Date" for properties acquired by the Former Agency prior to dissolution is the date the transfer was approved by DOF, which is February 6, 2013. A housing successor is to have initiated activities related to the future development of affordable housing on these properties within 5 years of the effective date of acquisition, unless certain findings are made. See preceding report.
- (3) Represents current development related activities. See "Duration of Land Held" in the preceding report for a discussion of the timing of the Housing Successor's disposition plans.
- (4) Values shown are the values carried in the Housing Successor's accounting records, or Consolidated Annual Financial Report (CAFR).
- (5) Values shown are the same as those included in the Housing Asset Transfer (HAT) forms that the Former Agency was required to send to the state for approval before property transfers to the Housing Successor could be finalized. These values vary from those included in the Successor's CAFRs for certain properties.
- (6) The "Carrying Asset Values" shown above may not be reflective of the current market values for the properties.

Table 3  
 Contra Costa County Housing Successor  
 Expenditure Targeting Requirements  
 by Income Group

Description	Year 0 2013-14	Year 1 2014-15	Year 2 2015-16	Year 3 2016-17	Year 4 2017-18 (2)	Year 5 2018-19	Cumulative Total
<b>DOLLARS EXPENDED BY PROGRAM <sup>(1)</sup></b>							
<b>Administration / Preservation</b>	34,540	65,626	100,085	67,275	182,126	-	449,651
<b>Youth Facility</b>							-
Extremely Low (30% or Below)							-
Very Low (30% to 60%)							-
Low (60% to 80%)							-
<b>TOTAL YOUTH FACILITY</b>	-	-	-	-	-	-	-
<b>Heritage Point Affordable Housing Project<sup>(2)</sup></b>							-
Extremely Low (30% or Below)							-
Very Low (30% to 60%)	-	166,206	151,889	308,845	91,268	-	718,207
Low (60% to 80%)							-
<b>TOTAL HERITAGE POINT</b>	-	<b>166,206</b>	<b>151,889</b>	<b>308,845</b>	<b>91,268</b>	-	<b>718,207</b>
<b>Future Project #1</b>							-
Extremely Low (30% or Below)							-
Very Low (30% to 60%)							-
Low (60% to 80%)							-
<b>TOTAL FUTURE PROJECT</b>	-	-	-	-	-	-	-
<b>Future Project #2</b>							-
Very Low (30% or Below)							-
Very Low (30% to 60%)							-
Low (60% to 80%)							-
<b>TOTAL FUTURE PROJECT #2</b>	-	-	-	-	-	-	-
<b>MEMO - GRAND TOTAL</b>	<b>34,540</b>	<b>231,832</b>	<b>251,973</b>	<b>376,120</b>	<b>273,393</b>	-	<b>1,167,858</b>

(1) Excludes monies spent by the Successor Agency on the Housing Successor's behalf.

(2) Costs shown exclude the value of land sold to the developer for less than the amount the Agency spent to acquire the property in years prior to 2013-14.



**Table 4**  
**Contra Costa County Housing Successor**  
**Excess Surplus Calculation**  
**Fiscal Year 2017-18**

<b>Description</b>	<b>7/1/2017 Amount</b>	<b>7/1/2018 Amount</b>	<b>Source</b>
Fund Balance as of 6/30	25,947,354	25,583,880	CAFR 2017-18
Less: Land Held for Resale <sup>(1)</sup>	(7,672,307)	(6,672,782)	CAFR 2017-18
Less: Bond Proceeds (Restricted Cash) <sup>(2)</sup>	(7,022,973)	(7,072,506)	CAFR 2017-18
Less: Loans Receivable	(7,275,050)	(7,591,112)	CAFR 2017-18
Less: Prepaid Items	-	-	CAFR 2017-18
Less: Accounts and Deposits Payable	(85,000)	(85,000)	CAFR 2017-18
<b>Adjusted Fund Balance 6/30/2018</b>	<b>3,892,024</b>	<b>4,162,480</b>	CAFR 2017-18
 <b>Amounts Deposited into the Account in Prior Years</b>			
2013-14 <sup>(3)</sup>	218,017		CAFR 2013-14 / Adjusted
2014-15	76,182	76,182	CAFR 2014-15 / All Income
2015-16	524,591	524,591	CAFR 2015-16 / All Income
2016-17 <sup>(4)</sup>	3,195,259	3,195,259	CAFR 2016-17 / Adjusted
2017-18 <sup>(4)</sup>		637,270	CAFR 2017-18 / Adjusted
<b>Four Year Total</b>	<b>4,014,049</b>	<b>4,433,302</b>	Various
<b>Difference <sup>(5)</sup></b>	<b>(122,025)</b>	<b>(270,822)</b>	

- (1) Values shown for land represent the book values included in the CAFR, which is slightly lower than the statutory value. See Table 2.
- (2) These are funds that are on deposit with the Fiscal Agent and represent bond proceeds, which must be spent in accordance with the bond document restrictions.
- (3) Revenues included for 2013-14 exclude \$7.6 million in bond proceeds which were transferred to the Housing Successor during the year.
- (4) Varies from the CAFR in that the above number includes 100 percent of the revenue received for property transfers without offset to account for the loss of an asset.

Table 5  
 Contra Costa County Housing Successor  
 Homeownership Inventory Reporting per 34176.1(f)(13)  
 June 30, 2018

**34716.1(f) (13), subsection:**

A.	An inventory of homeownership units assisted by the Housing Successor (See Appendix)	
	Units where loans were outstanding as of 2/1/2012	30
	Units that were added after 2/1/2012	0
	Units where loans where no monies were or are outstanding	66
	<b>Total Number of Single Family Homes Restricted</b>	<b>96</b>
B.1	Number of units lost during 2017-18	No Units Lost
B.2	Reasons for the Losses	Not Applicable
C.	Any funds returned to the Housing Successor	Not Applicable
D.	Management of Single-Family Housing Units:	County Staff

Many of the Former Agency's Single Family Housing Programs resulted in single-family residential units that contained covenants that required the homes to remain in low and moderate income homeownership even after the units are sold by the original homeowners. Thus, no revenues that were received by the Housing Successor from any refinancings are revenues received as the result of losses to the portfolio.

## Appendix A

# Contra Costa County Housing Successor Annual Report

Appendix A-1  
 Contra Costa County Housing Successor  
 Land Held for Resale  
 As of June 30, 2018

HAT #	Address	Parcel No.	Original Date of Acquisition	Status	6/30/2018 CAFR Value	6/30/2018 Carrying Value/HAT
<b><u>Orbisonia Heights (Bay Point)</u></b>						
1- 1	530 S Broadway	094-012-021	01/03/2001	ENA 9/12/2017	9,525	9,525
1- 2	540 S Broadway	094-012-022	3/17/2008	ENA 9/12/2017	124,250	124,250
1- 3	550 S Broadway	094-012-023	4/10/2008	ENA 9/12/2017	194,250	194,250
1- 4	560 S Broadway	094-012-024	10/29/2007	ENA 9/12/2017	64,050	64,050
1- 5	570 S Broadway	094-012-025	2/29/2008	ENA 9/12/2017	113,750	113,750
1- 6	580 S Broadway	094-012-026	11/26/2008	ENA 9/12/2017	175,000	175,000
1- 7	590 S Broadway	094-012-027	10/29/2007	ENA 9/12/2017	133,875	133,875
1- 8	531 Bailey Rd	094 012 030	01/03/2001	ENA 9/12/2017	3,981	3,981
1- 9	541 Bailey Rd	094 012 031	01/03/2001	ENA 9/12/2017	4,459	4,459
1- 10	551 Bailey Rd	094 012 032	01/03/2001	ENA 9/12/2017	5,513	5,513
1- 11	561 Bailey Rd	094 012 033	01/03/2001	ENA 9/12/2017	9,716	9,716
1- 12	571 Bailey Rd	094 012 038	01/03/2001	ENA 9/12/2017	4,459	4,459
1- 13	581 Bailey Road	094-012-039	6/13/2006	ENA 9/12/2017	165,000	165,000
1- 14	591 Bailey Road	094-012-040	1/29/2010	ENA 9/12/2017	192,500	192,500
1- 15	610 S Broadway	094-013-001	3/17/2006	ENA 9/12/2017	197,500	197,500
1- 16	620 S Broadway	094-013-002	2/27/2009	ENA 9/12/2017	136,500	136,500
1- 17	650 S Broadway	094-013-003	12/7/2007	ENA 9/12/2017	157,500	157,500
1- 18	660 S Broadway	094-013-004	12/7/2007	ENA 9/12/2017	126,000	126,000
1- 19	668 S Broadway	094-013-005	10/12/2007	ENA 9/12/2017	135,450	135,450
1- 20	670 S Broadway	094-013-006	10/29/2007	ENA 9/12/2017	161,000	161,000
1- 21	641 S Broadway	094-014-012	10/31/2007	ENA 9/12/2017	168,000	183,004
2- 1	631 Bailey Road	094-013-012	3/17/2008	ENA 9/12/2017	42,350	42,350
2- 2	621 Bailey Road	094-013-013	12/23/2008	ENA 9/12/2017	59,150	59,150
2- 3	615 Bailey Road	094-013-014	9/30/2010	ENA 9/12/2017	227,500	227,500
2- 4	611 Bailey Road	094-013-015	2/27/2009	ENA 9/12/2017	175,000	175,000
2- 5	605 Bailey Road	094-013-016	2/27/2009	ENA 9/12/2017	-	-
2- 6	671 S Broadway	094-014-001	1/30/2009	ENA 9/12/2017	50,750	50,750
2- 7	571 S Broadway	094-014-010	1/30/2009	ENA 9/12/2017	-	-
2- 8	51 Maylard St.	094-014-011	8/16/2007	ENA 9/12/2017	157,500	157,500
2- 9	651 S Broadway	094-014-013	12/7/2007	ENA 9/12/2017	103,250	103,250
2- 10	661 S Broadway	094-014-014	6/12/2008	ENA 9/12/2017	175,000	175,000
2- 11	498 Wollam	094-015-006	4/11/2008	ENA 9/12/2017	175,000	175,000
2- 12	585 S Broadway	094-015-010	10/17/2005	ENA 9/12/2017	199,500	199,500
2- 13	581 S Broadway	094-015-011	9/18/2009	ENA 9/12/2017	176,750	176,750
2- 14	571 S Broadway	094-015-012	1/29/2010	ENA 9/12/2017	175,000	175,000
2- 15	551 S Broadway	094-015-013	10/29/2007	ENA 9/12/2017	152,250	152,250
2- 16	541 S Broadway	094-015-014	10/29/2007	ENA 9/12/2017	105,700	105,700
2- 17	591 S Broadway	094-015-027	11/28/2007	ENA 9/12/2017	183,750	183,750
2- 18	Memorial Way	094 015 028	01/03/2001	ENA 9/12/2017	9,148	9,148
2- 19	495 Wollam	094-016-002	8/21/2008	ENA 9/12/2017	213,500	213,500
2- 20	680 S Broadway	094-026-001	3/17/2008	ENA 9/12/2017	42,000	42,000
3- 1	690 S Broadway	094-026-002	8/10/2007	ENA 9/12/2017	182,000	182,000
3- 2	671 Bailey Road	094-026-007		ENA 9/12/2017	183,750	183,750
3- 3	681 Bailey Road	094-026-008	11/7/2008	ENA 9/12/2017	145,250	145,250
<b>Total Bay Point</b>					<b>5,216,376</b>	<b>5,231,380</b>

Appendix A-1  
 Contra Costa County Housing Successor  
 Land Held for Resale  
 As of June 30, 2018

HAT #	Address	Parcel No.	Original Date of Acquisition	Status	6/30/2018 CAFR Value	6/30/2018 Carrying Value/HAT
<b><u>North Broadway Property</u></b>					-	
3- 4	195 N. Broadway (3)	096 041 001	06/23/2003	Vacant Land	26,790	26,790
3- 5	199 N. Broadway (3)	096 041 013	06/23/2003	Vacant Land	-	-
3- 6	187 N. Broadway	096 041 026	11/12/2003	Vacant Land	29,000	29,000
<b>Total North Broadway</b>					<b>55,790</b>	<b>55,790</b>
<b><u>96 Enes</u></b>					-	
3- 7	96 Enes Avenue	097-037-007	4/26/2007	Sold 3/20/2014	-	-
<b><u>Mims / Canal Assemblage</u></b>						
3- 8	Amerson Ave	097 270 018	04/07/1995	Vacant Land	14,211	14,211
3- 9	231 Amerson Ave	097 270 021	04/07/1995	Vacant Land	8,526	8,526
3- 10	235 Amerson Ave	097 270 022	11/30/1995	Vacant Land	14,056	14,056
3- 12	Mims Ave	097 270 074	01/03/2001	Vacant Land	1,700	1,700
3- 13	Amerson (Canal Rd)	097 270 076	12/14/1998	Vacant Land	21,221	21,221
3- 14	Canal Rd	097 270 078	01/03/2001	Vacant Land	5,998	5,998
3- 15	Canal Rd	097 270 080	01/03/2001	Vacant Land	10,397	10,397
<b>Total Mims / Canal</b>					<b>76,109</b>	<b>76,109</b>
<b><u>190 Bel Aire</u></b>					-	
3- 11	190 Bel Air Ln	097 270 056	12/15/1993	In Negotiations	40,268	40,268
<b><u>Rodeo Town Center</u></b>						
3- 18	233 Parker Ave	357-161-013	3/31/2006	Marketing Site	787,600	787,600
3- 19	Railroad Ave., Rodeo	357-161-001-7	4/15/2005	Marketing Site	151,192	151,192
3- 20	Railroad Ave., Rodeo	357-161-002-5	4/15/2005	Marketing Site	-	-
<b>Total Rodeo Town Center</b>					<b>938,792</b>	<b>938,792</b>
<b><u>1250 Las Juntas</u></b>						
4- 1	Las Juntas Way, WC	148 180 050	3/20/2003	Sold 12/23/2016	-	-
4- 2	Las Juntas Way, WC	148 180 051	3/20/2003	Sold 12/23/2016	-	-
4- 2	Las Juntas Way, WC	148 180 051	3/20/2003	Sold 12/23/2016	-	-
4- 3	Las Juntas Way, WC	148 180 052	3/20/2003	Sold 12/23/2016	-	-
<b>Total Las Juntas</b>					-	-

Appendix A-1  
 Contra Costa County Housing Successor  
 Land Held for Resale  
 As of June 30, 2018

HAT #	Address	Parcel No.	Original Date of Acquisition	Status	6/30/2018 CAFR Value	6/30/2018 Carrying Value/HAT
<b><u>Heritage Point</u></b>		Sold				
4- 4	Grove, Richmond	409-080-001-4	11/17/2010	Under Construction 5/2018		
4- 6	3rd, Richmond	409-080-014-7	9/17/2009	Under Construction 5/2018		
4- 7	3rd, Richmond	409-080-016-2	2/15/2011	Under Construction 5/2018		
4- 11	1538 3rd, Richmond	409-080-015	7/31/2012	Under Construction 5/2018		
4- 8	3rd, Richmond	409-080-020-4	12/23/2009	Under Construction 5/2018		
4- 5	Chesley, Richmond	409-080-027 *	6/23/2009	Planned for Phase 2	146,999	210,000
<b>Total Heritage Point</b>					<b>146,999</b>	<b>210,000</b>
<b><u>Vacant Lots</u></b>						
3- 16	710 Willow Ave	357 120 074	03/05/1998	Vacant Land	188,183	188,183
4- 10	4th, Richmond	409-261-015-5	2/19/2004	Vacant Land	5,111	5,111
4- 9	6th, Richmond	409-132-015-2	2/19/2004	Vacant Land	5,111	511
<b>Total Other Vacant Lots</b>					<b>198,405</b>	<b>193,805</b>
<b>GRAND TOTAL</b>				<b>Total</b>	<b>6,672,782</b>	<b>6,746,143</b>

\* Formerly parcel number 409-080-013-9.

Appendix A-2  
 Contra Costa County Housing Successor  
 Homeownership Inventory

No. of Units	Address	City/Project	APN	Original Loan Amount	Equity Sharing?	Date of Loan	Program	(1) HAT#
<b>Homeownership Units with Loans Outstanding (2)</b>								
1	1726 5TH	Richmond	409-152-027-2	\$23,010	No	5/20/1992	1st Time Homebuyer	1- 10
1	1736 5TH	Richmond	409-152-028-0	31,568	No	11/13/1992	1st Time Homebuyer	1- 11
1	1740 5TH	Richmond	409-152-023-1	38,400	No	4/23/1993	1st Time Homebuyer	1- 7
1	1621 6TH	Richmond	409-141-008-6	35,000	No	8/30/2000	1st Time Homebuyer	1- 5
1	1727 Giaramita	Richmond	409-152-031-4	31,950	No	3/31/1993	1st Time Homebuyer	1- 12
1	1731 Giaramita	Richmond	409-152-025-6	27,500	No	4/27/1993	1st Time Homebuyer	1- 9
1	1741 Giaramita	Richmond	409-152-024-9	375,000	No	8/10/1993	1st Time Homebuyer	1- 8
1	104 Malcom	Richmond	408-230-025-4	3,000	Yes	12/13/2001	1st Time Homebuyer	1- 15
1	110 Malcom	Richmond	408-230-024-7	12,000	Yes	7/27/2001	1st Time Homebuyer	1- 14
1	116 Malcom	Richmond	408-230-023-9	10,000	Yes	2/8/2002	1st Time Homebuyer	1- 13
1	356 Malcom	Richmond	408-250-076-2	19,710	Yes	10/15/2008	1st Time Homebuyer	1- 4
1	440 Malcom	Richmond	408-250-062-2	38,364	Yes	3/11/2009	1st Time Homebuyer	1- 3
1	126 Marcus	Richmond	408-230-044-5	10,262	Yes	2/9/2001	1st Time Homebuyer	1- 16
1	1550 Martin	Richmond	408-230-070-0	10,000	Yes	5/9/2001	1st Time Homebuyer	1- 17
1	1556 Martin	Richmond	408-230-071-8	20,215	Yes	6/20/2001	1st Time Homebuyer	1- 18
1	124 Reid	Richmond	408-240-016-1	7,635	No	1/5/2007	1st Time Homebuyer	1- 1
1	154 Reid	Richmond	408-240-021-1	22,009	No	12/7/2006	1st Time Homebuyer	1- 2
1	2971 Ruby	Richmond		2,971	Yes	10/3/2002	1st Time Homebuyer	2- 3
1	3050 Ruby	Richmond		3,050	Yes	5/15/2001	1st Time Homebuyer	2- 2
1	5000 Ruby	Richmond		5,000	Yes	10/31/2001	1st Time Homebuyer	2- 4
1	14604 Ruby	Richmond		14,604	Yes	5/2/2001	1st Time Homebuyer	2- 1
<b>21</b>	<b>Subtotal First Time Homebuyer Program</b>							
9	Various	Various		1,036,000	No	6/21/2005	Habitat for Humanity	2- 10
<b>30</b>	<b>Total Number of For-Sale Units with Active Loans (2)</b>			<b>\$1,777,248</b>				

----- Continued on Following Page -----

Appendix A-2  
 Contra Costa County Housing Successor  
 Homeownership Inventory

No. of Units	Address	City/Project	APN	Original Loan Amount	Equity Sharing?	Date of Loan	Program	(1) HAT#
<b>Homeownership Units with No Loans Outstanding (3)</b>								
1	174 Anchor	Bay Point	098-560-018-8	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 8
1	185 Anchor	Bay Point	098-560-021-2	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 9
1	191 Anchor	Bay Point	098-560-022-0	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 10
1	3806 Camino Andres	Bay Point	098-560-027-9	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 13
1	3818 Camino Andres	Bay Point	098-560-025-3	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 12
1	3824 Camino Andres	Bay Point	098-560-024-6	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 11
1	269 Franklin	Bay Point	095-041-028-2	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 14
1	127 Harris	Bay Point	095-420-016-8	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 3
1	6 Lancaster	Bay Point	097-440-019-4	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 5
1	98 Pacifica	Bay Point	098-052-001-9	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 6
1	81 Shelter	Bay Point	098-560-008-9	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 7
1	96 Water	Bay Point	097-021-039-9	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 4
1	182 Catamaran	Pittsburg	095-281-001-8	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 1
1	121 Ellison	Richmond	408-240-009-6	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 20
1	133 Ellison	Richmond	408-240-007-0	N/A	N/A	N/A	Affordability Covenants Only (3)	8- 11
1	151 Ellison	Richmond	408-240-004-7	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 16
1	157 Ellison	Richmond	408-240-003-9	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 15
1	115 Henry Clark	Richmond	408-250-013-5	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 19
1	128 Henry Clark	Richmond	408-240-071-6	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 11
1	145 Henry Clark	Richmond	408-250-008-5	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 18
1	152 Henry Clark	Richmond	408-240-075-7	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 12
1	163 Henry Clark	Richmond	408-250-005-1	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 17
1	182 Henry Clark	Richmond	408-240-080-7	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 13
1	113 Lucy	Richmond	408-240-066-6	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 10
1	114 Lucy	Richmond	408-240-041-9	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 4
1	137 Lucy	Richmond	408-240-062-5	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 9
1	144 Lucy	Richmond	408-240-046-8	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 5
1	167 Lucy	Richmond	408-240-057-5	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 8
1	168 Lucy	Richmond	408-240-050-0	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 6
1	180 Lucy	Richmond	408-240-052-6	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 7
1	140 Malcom	Richmond	408-230-019-7	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 16
1	146 Malcom	Richmond	408-230-018-9	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 15
1	159 Malcom	Richmond	408-230-034-6	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 11
1	248 Malcom	Richmond	408-230-002-3	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 10
1	254 Malcom	Richmond	408-230-001-5	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 9
1	260 Malcom	Richmond	408-240-094-8	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 16
1	296 Malcom	Richmond	408-240-088-0	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 15
1	308 Malcom	Richmond	408-240-086-4	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 14
1	338 Malcom	Richmond	408-250-079-6	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 1
1	410 Malcom	Richmond	408-250-067-1	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 2
1	413 Malcom	Richmond	408-250-053-1	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 8
1	144 Marcus	Richmond	408-230-041-1	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 14
1	149 Marcus	Richmond	408-230-053-6	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 19
1	167 Marcus	Richmond	408-230-050-2	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 18
1	168 Marcus	Richmond	408-230-038-7	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 13



Appendix A-2  
 Contra Costa County Housing Successor  
 Homeownership Inventory

No. of Units	Address	City/Project	APN	Original Loan Amount	Equity Sharing?	Date of Loan	Program	(1) HAT#
1	179 Marcus	Richmond	408-230-048-6	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 17
1	180 Marcus	Richmond	408-230-036-1	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 12
1	1532 Martin	Richmond	408-230-067-6	N/A	N/A	N/A	Affordability Covenants Only (3)	6- 17
1	1717 Martin	Richmond	408-250-017-6	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 3
1	1729 Martin	Richmond	408-250-019-2	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 4
1	1741 Martin	Richmond	408-250-021-8	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 5
1	129 Reid	Richmond	408-240-035-1	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 3
1	130 Reid	Richmond	408-240-017-9	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 1
1	159 Reid	Richmond	408-240-030-2	N/A	N/A	N/A	Affordability Covenants Only (3)	5- 2
1	279 Ruby	Richmond	408-230-085-8	N/A	N/A	N/A	Affordability Covenants Only (3)	8- 1
1	115 Spears	Richmond	408-250-049-9	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 7
1	152 Spears	Richmond	408-250-038-2	N/A	N/A	N/A	Affordability Covenants Only (3)	7- 6
1	35 Cool Creek	Rodeo	357-120-027-2	N/A	N/A	N/A	Affordability Covenants Only (3)	8- 5
1	711 Edward Werth	Rodeo	357-120-070-2	N/A	N/A	N/A	Affordability Covenants Only (3)	8- 10
1	719 Edward Werth	Rodeo	357-120-068-6	N/A	N/A	N/A	Affordability Covenants Only (3)	8- 9
1	724 Edward Werth	Rodeo	357-120-019-9	N/A	N/A	N/A	Affordability Covenants Only (3)	8- 3
1	744 Edward Werth	Rodeo	357-120-026-4	N/A	N/A	N/A	Affordability Covenants Only (3)	8- 4
1	780 Edward Werth	Rodeo	357-120-036-3	N/A	N/A	N/A	Affordability Covenants Only (3)	8- 6
1	788 Edward Werth	Rodeo	357-120-038-9	N/A	N/A	N/A	Affordability Covenants Only (3)	8- 7
1	812 Edward Werth	Rodeo	357-120-044-7	N/A	N/A	N/A	Affordability Covenants Only (3)	8- 8
1	12 Fallen Leaf	Rodeo	357-120-018-1	N/A	N/A	N/A	Affordability Covenants Only (3)	8- 2
N/A	Not For-Sale Housing	Park Regency		N/A	N/A	N/A		6- 18
N/A	Not For-Sale Housing	Avalon Bay Walnut Creek		N/A	N/A	N/A		6- 19
N/A	Not For-Sale Housing	DeAnza Gardens		N/A	N/A	N/A		6- 20
<hr/>								
<b>66</b>	<b>Total Number of Restricted Units with No Loans Outstanding (3)</b>							

- (1) Reference to the location in the Housing Successor's Housing Asset Transfer form approved by DOF on February 6, 2013. Units in the first category (1-1 through 2-10) represent pages 1 and 2 of the tabs/pages labeled 34176(e)(3) Loans and Grants. Units in the second category (5-1 through 8-10) come from an earlier section of the form, 34176(3)(1) Real Property, pages 5 through 8.
- (2) This category includes affordable restricted Homeownership Units for which loans were outstanding as of February 1, 2012.
- (3) This category includes affordable restricted Homeownership Units for which **no** loans were outstanding as of February 1, 2012.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: April 9, 2019

Subject: Amended and Restated Disposition and Development Agreement - Heritage Point

---

**RECOMMENDATION(S):**

1. ADOPT Resolution No. 2019/96, approving and authorizing the Conservation and Development Director to execute an Amended and Restated Disposition and Development Agreement (DDA) between the County and Heritage Point Commercial LLC (the Purchaser), a California limited liability company organized by Community Housing Development Corporation of North Richmond (CHDC) for the conveyance and development of approximately 0.102 acres of County and Housing Successor-owned vacant land located at 308 Chesley Avenue in North Richmond (the Property), which is adjacent to the affordable housing development known as Heritage Point under construction at 1500 Fred Jackson Way.

2. FIND that the conveyance and development of the Property is within the scope of the Mitigated Negative Declaration previously prepared by the County under the California Environmental Quality Act for Development Plan #14-3026 and Minor Subdivision # 14-00007 and for General Plan Amendment # 13-0004, and that no new environmental analysis is necessary.

**FISCAL IMPACT:**

No impact to the General Fund. Proceeds from the sale will be deposited into the Housing Successor Low and Moderate Income Housing Fund.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Maureen Toms (925)  
674-7878

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

By: , Deputy

cc:

## BACKGROUND:

The Property that is the subject of this board order is the commercial site that is part of the Heritage Point affordable housing development in unincorporated North Richmond. The Property consists of approximately 0.102 acres and has a fair market value of \$66,330. The Property and its use for commercial purposes in connection with the Heritage Point project was discussed in (i) a board order dated May 8, 2017, under which the Board approved the terms of the sale of the property on which the affordable housing is being built (the Affordable Housing Property), (ii) Resolution No. 2017/443, under which the Board approved the sale of the Affordable Housing Property and the summary report called for in Health and Safety Code section 33433 (the 33433 Report), and (iii) Resolution No. 2018/172, under which the Board approved an increase in the loans made available through the County for the acquisition of the Affordable Housing Property and construction of the residential units. The purpose of this board order and Resolution No. 2019/96 (attached) is to formally approve the conveyance of the Property, as required by Health and Safety Code section 33433.

The Heritage Point affordable housing development consists of forty-two affordable multiple-family residential units and 900 square feet of commercial space. The affordable housing units are currently under construction. The project is located in an established neighborhood of unincorporated North Richmond, at the northeast corner of Chesley Avenue and Fred Jackson Way. When complete, the project will be bounded by the Heritage Senior Apartments to the west and residential uses to the east, south and north.

While the thrust of the Heritage Point project is the construction of affordable housing, a related goal is creating a more livable community. The development includes small retail and office uses with a patio common area and children's play space, as well as other common areas for residents, including a community room. As noted in Resolution No. 2018/172, the development plan has always included the use of the Property for commercial development. The commercial development contemplated on the Property is the construction of a small grocery store or other food-related use.

The Amended and Restated Disposition and Development Agreement (DDA) provides that the Purchaser will purchase the Property for its fair market value of \$66,330 and that the County will receive a promissory note, secured by a lien on the Property, for the full purchase price, as permitted by Government Code section 25522 and Health and Safety Code section 33430. Under the terms of the DDA, the promissory note is due in full upon the earlier to occur of (i) 30 months after the date of the DDA, and (ii) the date construction of improvements begins on the Property.

The former Redevelopment Agency purchased the Property and the Affordable Housing Property between 2009 and 2012. The 33433 Report that accompanied Resolution No. 2017/433 satisfies the requirements of Section 33433 of the Health and Safety Code with respect to the Property.

Approval of the DDA will provide CHDC site control over the entire site that is part of the Heritage Point affordable housing development, which is necessary for site-wide drainage improvements to be implemented.

## CONSEQUENCE OF NEGATIVE ACTION:

If the DDA is not approved, the conditions of approval for the development will not be satisfied.

## CHILDREN'S IMPACT STATEMENT:

Heritage Point Apartments supports Goal #3

## ATTACHMENTS

Resolution 2019/96

Heritage Point DDA

Heritage Point Grant Deed

Heritage Point Deed of Trust

Heritage Point Promissory Note

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

Adopted this Resolution on 04/09/2019 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2019/96**

IN THE MATTER OF authorizing execution of the Amended and Restated Disposition and Development Agreement by and between the County of Contra Costa and Heritage Point Commercial LLC, a California limited liability company (the "Purchaser") and an affiliate of Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation ("CHDC"), for the development of a commercial site adjacent to the 42-unit affordable housing project in North Richmond known as Heritage Point.

The Board of Supervisors of the County of Contra Costa (the "County") adopted the North Richmond Redevelopment Plan North Richmond Redevelopment Project Area by Ordinance No. 87-50, adopted on July 14, 1987, as amended by Ordinance No. 94-63, adopted on December 6, 1994, as amended by Ordinance No. 99-06, adopted on February 23, 1999, as amended by Ordinance No. 99-31, adopted on June 8, 1999, as further amended by Ordinance No. 2006-35, adopted on July 18, 2006, and as further amended by Ordinance No. 2007-25, adopted on June 5, 2007, which sets forth a plan for redevelopment of the North Richmond Redevelopment Project Area. The County has succeeded to the housing assets of the former Contra Costa County Redevelopment Agency (the "Former Agency") in accordance with Health and Safety Code Section 34176. In its capacity as housing successor, the County became the owner of real property, fronting the east side of Fred Jackson Way, between Grove Street and Chesley Avenue, in North Richmond (the "Site"). The Site was identified as a "housing asset" pursuant to Health and Safety Code Section 34176. The Oversight Board of the Contra Costa County Successor Agency and the California Department of Finance approved such identification. The Former Agency acquired the Site using the Former Agency's low and moderate housing fund, which was established pursuant to Health and Safety Code Section 33334.2.

In December 2017, the County divided the Site into two parcels. One parcel, which consists of approximately 0.102 acres, is located at 308 Chesley Avenue in North Richmond (the "Property"). The County intends to convey the Property to the Purchaser for the construction of approximately 900 square feet of commercial space pursuant to an Amended and Restated Disposition and Development Agreement between the County and the Purchaser dated April 1, 2019 (the "DDA").

The second parcel, which is adjacent to the Property and consists of approximately 0.687 acres, is located at 1500 Fred Jackson Way in North Richmond (the "Housing Property"). The Housing Property is the site of the affordable housing development known as Heritage Point. The Housing Property was conveyed to an affiliate of CHDC on December 22, 2017, following a December 12, 2017, noticed public hearing at which the County, acting in its capacity as the housing successor to the dissolved Contra Costa County Redevelopment Agency, approved the sale of the Housing Property and approved a 33433 Summary Report related to the entire Site (the "Summary Report"), in accordance with Health and Safety Code section 33433.

The DDA does not change the findings of the Summary Report.

By the board order accompanying this Resolution, the County has been provided with additional information upon which the findings and actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors finds that the above recitals are true and correct and have served, together with the 33433 Summary Report (approved December 12, 2017) and the attached board order, as the basis for the findings and approvals set forth below.

BE IT FURTHER RESOLVED that the Board of Supervisors approves the Amended and Restated Disposition and Development Agreement between the County and the Purchaser dated April 1, 2019 (the "DDA"), which relates to the sale and development of the Property for commercial use in connection with the Heritage Point project.

BE IT FURTHER RESOLVED that the Board of Supervisors approves the execution by the Director, Department of Conservation and Development of the DDA and all ancillary documents, including the Deed of Trust, in substantially the form on file with the Clerk of the Board of Supervisors, with such changes as are approved by the County signatory, and approves the sale of the Property as contemplated by the provisions of the DDA.

BE IT FURTHER RESOLVED that the proceeds from the sale are to be deposited in the Housing Successor Low and Moderate Income Housing Fund and that such deposit will assist in the elimination of blight or provide housing for low- or moderate-income persons and is consistent with the implementation plan adopted pursuant to Section 33490.

BE IT FURTHER RESOLVED that the Board of Supervisors designates the Clerk of the Board and the Director of the Department of Conservation and Development as the custodian of the documents and other material that constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Department of Conservation and Development at 30 Muir Road, Martinez, CA 94553.

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect from and after its passage.

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: April 9, 2019**

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

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

By: , Deputy

**cc:**

AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT  
Heritage Point

This Amended and Restated Disposition and Development Agreement (the "Agreement") is dated April 1, 2019, and is between the County of Contra Costa, a political subdivision of the State of California (the "County") and Heritage Point Commercial LLC, a California limited liability company ("Developer").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has succeeded to the housing assets of the former Contra Costa County Redevelopment Agency (the "Former Agency") in accordance with California Health and Safety Code Section 34176. In its capacity as housing successor, the County owns certain parcels of real property, fronting the east side of Fred Jackson Way, between Grove Street and Chesley Avenue, in North Richmond, commonly referred to as the Heritage Point Unified Development Area (and formerly known as the Grove Point Unified Development Area) (the "Site"). The Site is located within the North Richmond Redevelopment Project Area (the "Project Area").

C. The Site has been identified as a "housing asset" pursuant to California Health and Safety Code Section 34176. The Oversight Board of the Contra Costa County Successor Agency and the California Department of Finance have approved such identification. The Former Agency acquired the Site using the Former Agency's low and moderate housing fund, which was established pursuant to California Health and Safety Code Section 33334.2.

D. Pursuant to a Disposition and Development Agreement dated as of May 9, 2017 by and between Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation ("CHDC"), the sole member of Developer and the County (the "Initial DDA"), the County agreed to sell the Site to CHDC for the development of affordable housing and related residential and commercial improvements as a unified development.

E. Subsequent to entering into the Initial DDA, the County subdivided the Site into two parcels to facilitate the construction of commercial and retail improvements (the "Development") on one parcel of the Site, (the "Property"), and forty-two (42) affordable rental housing units and attendant improvements on the other, adjacent, parcel (the "Housing Project"). The Property is more particularly described in Exhibit A. The address of the Property is 308 Chesley Avenue. The Development, as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements". The Improvements are more particularly described in the Conceptual Site Plan attached to this Agreement as Exhibit D.

F. The purpose of this Agreement is to facilitate the development of the Development on the Property. This Agreement amends and restates in its entirety the Initial DDA.

G. The County and Heritage Point A/G, L.P., a California limited partnership (an affiliate of CHDC) have entered into a Disposition, Development, and Loan Agreement dated December 1, 2017 regarding the construction of the Housing Project.

H. The County has determined that Developer has the necessary expertise, skill and ability to carry out the commitments set forth in this Agreement and that this Agreement is in the best interests, and will materially contribute to the implementation of, the County's affordable housing goals.

I. The Board of Supervisors of the County has conducted a duly noticed public hearing on this Agreement pursuant to Health and Safety Code Section 33433. The County intends to convey the Property in its capacity as housing successor and as permitted under Health and Safety Code Section 33433. The County has the authority to provide seller financing to the Developer in accordance with Government Code Section 25522 and Health and Safety Code Section 33430.

J. The Mitigated Negative Declaration reviewed and approved by the County Board of Supervisors on May 05, 2015, has served as the environmental documentation pursuant to the California Environmental Quality Act (Public Resource Code 21000 *et seq.*), and its implementing regulations ("CEQA") for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS AND EXHIBITS

#### Section 1.1 Definitions.

The following terms have the following meanings:

(a) "Agreement" means this Amended and Restated Disposition and Development Agreement.

(b) "Approved Financing" means all loans, grants, and equity obtained by Developer and approved by the County for the purpose of financing the construction of the Improvements.

(c) "CEQA" has the meaning set forth in Paragraph I of the Recitals.

(d) "Certificate of Completion" means the certificate to be issued by the County pursuant to Section 4.5 of this Agreement, or comparable County sign-off on the completion of construction of the Improvements.

(e) "Close of Escrow" means the date the Grant Deed is recorded against the Property.



- (f) "Commencement of Construction" has the meaning set forth in Section 4.3.
- (g) "Conceptual Site Plan" means the schematic drawings showing the basic physical characteristics, massing, and layout of the Improvements on the Property, attached to this Agreement as Exhibit D.
- (h) "Construction Plans" has the meaning set forth in Section 3.5(a) below.
- (i) "County" has the meaning set forth in the first paragraph of this Agreement.
- (j) "County Documents" means this Agreement, the Note, the Deed of Trust, and the Grant Deed.
- (k) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Developer, as Trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Loan.
- (l) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.
- (m) "Design Development Documents" means drawings, specifications and other documents that fix and describe the size, quality, and character of the Improvements as to architectural, basic structural and mechanical features and systems and that include a schematic design, a detailed site plan, floor plans, elevations, complete drawings with structural dimensions, materials, colors and other features.
- (n) "Developer" has the meaning set forth in the first paragraph of this Agreement.
- (o) "Development" has the meaning set forth in Paragraph E of the Recitals.
- (p) "Development Budget" means the proforma development budget, including sources and uses of funds, as approved by the County, pursuant to Section 3.4 below, for the construction and operation of the Development and the Improvements.
- (q) "Event of Default" has the meaning set forth in Section 7.1 below.
- (r) "Financing Proposal" means Developer's current plan for financing the construction of the Improvements and operation of the Development attached to this Agreement as Exhibit C.
- (s) "Former Agency" has the meaning set forth in Paragraph B of the Recitals.
- (t) "Grant Deed" means the grant deed by which the County conveys the Property to Developer.

(u) "Hazardous Materials" means: (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law.

(v) "Hazardous Materials Claims" means with respect to the Property (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Developer or the Property pursuant to any Hazardous Materials Law; and (ii) all claims made or threatened by any third party against Developer or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(w) "Hazardous Materials Law" means any federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

(x) "Improvements" has the meaning set forth in Paragraph E of the Recitals.

(y) "Initial DDA" has the meaning set forth in Paragraph D of the Recitals.

(z) "Interim Operating Period" means the period between the Close of Escrow and the Commencement of Construction.

(aa) "Land Use Approvals" means the permits and approvals necessary for the development of the Improvements on the Property, including, but not limited to, overall design and architectural review, general plan amendment and rezoning to the extent applicable, and environmental review.

(bb) "Loan" has the meaning set forth in Section 2.3(a).

(cc) "Note" means the promissory note of even date herewith that evidences Developer's obligation to repay the Loan.

(dd) "Option to Purchase" has the meaning set forth in Section 7.4(a).

(ee) "Predevelopment Obligations" has the meaning set forth in Section 3.1 below.

(ff) "Project Area" has the meaning set forth in Paragraph B of the Recitals.

(gg) "Property" has the meaning set forth in Paragraph E of the Recitals.

(hh) "Purchase Price" has the meaning set forth in Section 2.2.

(ii) "Redevelopment Plan" means the redevelopment plan entitled "North Richmond Redevelopment Project," which was recorded in the official records of Contra Costa County on March 15, 1999, as document number 99-0070071, as amended from time to time.

(jj) "Released Parties" has the meaning set forth in 2.7(e).

(kk) "Schedule of Performance" means the schedule for performance of the Predevelopment Obligations that is attached as Exhibit B, as such may be modified pursuant to Section 3.1 below.

(ll) "Security Financing Interest" has the meaning set forth in Section 8.1.

(mm) "Security Financing Interest Assignment" has the meaning set forth in Section 8.4.

(nn) "Site" has the meaning set forth in Paragraph B of the Recitals.

(oo) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the date set forth in the Certificate of Completion.

(pp) "Title Company" means Old Republic Title Company.

(qq) "Title Report" means that certain preliminary title report dated                     , 2019, issued by the Title Company for the Property.

(rr) "Transfer" has the meaning set forth in Section 5.6 below.

#### Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Legal Description of the Property
- Exhibit B: Schedule of Performance
- Exhibit C: Financing Proposal
- Exhibit D: Conceptual Site Plan

## ARTICLE 2 DISPOSITION OF PROPERTY

### Section 2.1 Purchase and Sale.

Provided the closing conditions set forth in Section 2.5 have been satisfied the County will sell to Developer, and Developer will purchase from the County, the Property pursuant to the terms, covenants, and conditions of this Agreement and the Grant Deed.

### Section 2.2 Purchase Price.

The purchase price for the Property is Sixty-Six Thousand Three Hundred Thirty Dollars (\$66,330) (the "Purchase Price"). The Purchase Price equals the portion of the value of the Site attributed to the Property, based on the analysis set forth in the summary report prepared by the County pursuant to California Health and Safety Code Section 33433. The Purchase Price will be deemed paid to the County upon Developer's execution of the Note.

Section 2.3 County Loan.

(a) Loan Amount. The County is providing Developer with a seller carry-back loan in the amount of the Purchase Price (the "Loan").

(b) Security. In consideration of the Loan, Developer shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and cause or permit it to be recorded as a lien against the Property.

(c) Interest. Simple interest will accrue on the outstanding principal balance of the Loan at a per annum rate of interest equal to three percent (3%), commencing on the date of disbursement. Upon the occurrence of an Event of a Default, interest will accrue on the outstanding principal balance of the Loan at the Default Rate, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured.

(d) Payment in Full of Loan. Developer shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of: (i) any Transfer other than as permitted pursuant to Section 5.6; (ii) an Event of Default; (iii) thirty (30) months from the date of this Agreement, and (iv) the Commencement of Construction.

(e) Prepayment. Developer may prepay the Loan at any time without premium or penalty.

(f) Non-Recourse. Except as provided below, neither Borrower, nor any partner or member of Borrower, has any direct or indirect personal liability for payment of the principal of, and interest on, the Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Note will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Note, or impairs the right of County to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Note. Except as hereafter set forth; nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under the County Documents, or liability for: (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance

policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

Section 2.4 Opening Escrow.

To accomplish the conveyance of the Property from the County to Developer, the parties have established an escrow with the Title Company. The Parties will execute and deliver all written instructions to the Title Company to accomplish Close of Escrow, which instructions must be consistent with this Agreement.

Section 2.5 Close of Escrow.

The following conditions must be satisfied, or waived in writing by the County, prior to or concurrently with, and as conditions of, Close of Escrow:

- (a) The parties have negotiated and executed the County Documents and all other documents and instruments required to be executed and delivered, all in form and substance satisfactory to the County;
- (b) There exists no condition, event or act which would constitute a breach or default under this Agreement, the County Documents, or under any other project financing agreements or contracts related to the Development, or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default;
- (c) All representations and warranties of Developer contained in this Agreement and in any of the County Documents are true and correct in all material respects as of Close of Escrow;
- (d) Developer has provided the County with copies of Developer's organizational documents and a certified copy of a Developer's authorizing resolution, approving the transactions contemplated under the County Documents, and authorizing Developer's execution of the County Documents;
- (e) There exists no material adverse change in the financial condition of Developer from that shown by the financial statements and other data and information furnished by Developer to the County prior to the date of this Agreement;
- (f) Developer has furnished the County with evidence of the insurance coverage meeting the insurance requirements set forth in Section 5.7;
- (g) The County has received from Developer, and approved, a budget for Developer's maintenance of the Property during the Interim Operating Period pursuant to Section 2.10;
- (h) The Grant Deed and the Deed of Trust have been, or concurrently with Close of Escrow, are recorded against the Property; and
- (i) A title insurer reasonably acceptable to the County is unconditionally and

irrevocably committed to issuing a 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require.

Section 2.6 Condition of Title.

Upon Close of Escrow, Developer will have insurable title to the Property which will be free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession, except:

- (a) applicable building and zoning laws and regulations;
- (b) the provisions of the Redevelopment Plan;
- (c) the provisions of the Grant Deed;
- (d) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the Grant Deed; and
- (e) exceptions in the Title Report approved by Developer.

Section 2.7 Condition of Property.

(a) In fulfillment of the purposes of California Health and Safety Code Section 25359.7(a), the County hereby represents and warrants that it has no knowledge, and has no reasonable cause to believe, that any release of Hazardous Materials has come to be located on or beneath the Property, except as previously disclosed by the County to Developer.

(b) "AS IS" PURCHASE. PRIOR TO THE DATE OF THIS AGREEMENT, BORROWER WAS PROVIDED THE OPPORTUNITY TO INVESTIGATE THE PROPERTY, AND HAS APPROVED THE PHYSICAL CONDITION OF THE PROPERTY. BORROWER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE COUNTY IS SELLING AND BORROWER IS BUYING THE PROPERTY (AND ALL IMPROVEMENTS THEREON) ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BORROWER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM THE COUNTY AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER; (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (D) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (E) THE ZONING

OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY; (F) 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; (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY; AND (H) THE CONDITION OF TITLE TO THE PROPERTY. BORROWER AFFIRMS THAT BORROWER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE COUNTY OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE COUNTY MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. BORROWER ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS 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). BORROWER 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.

(c) Survival. The terms and conditions of this Section expressly survive Close of Escrow, will not merge with the provisions of the Grant Deed, or any other closing documents and are deemed to be incorporated by reference into the Grant Deed. The County is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, employee, servant or other person. Developer acknowledges that the Purchase Price reflects the "as is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. Developer has fully reviewed the disclaimers and waivers set forth in this Agreement with Developer's counsel and understands the significance and effect thereof.

(d) Acknowledgment. Developer acknowledges and agrees that: (i) to the extent required to be operative, the disclaimers of warranties contained in this Section are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements; and (i) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement, that the Purchase Price has been adjusted to reflect the same and that the County would not have agreed to sell the Property to Developer for the Purchase Price without the disclaimers and other agreements set forth in this Section.

(e) Developer's Release of the County. Developer, on behalf of itself and anyone claiming by, through or under Developer hereby waives its right to recover from and fully and irrevocably releases the County, its board members, officers, directors, representatives, consultants, employees and agents (the "Released Parties") from any and all claims, responsibility and/or liability that Developer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever; (ii) any presence of Hazardous Materials; and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

(f) Scope of Release. The release set forth in Section 2.7(e) above includes claims of which Developer is presently unaware or which Developer does not presently suspect to exist which, if known by Developer, would materially affect Developer's release of the Released Parties. Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, Developer agrees, represents and warrants that Developer realizes and acknowledges that factual matters now unknown to Developer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Developer nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, Developer, on behalf of itself and anyone claiming by, through or under Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right Developer and anyone claiming by, through or under Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

**Developer's Initials:** \_\_\_\_\_

Notwithstanding the foregoing, this release does not apply to, nor will the County be released from, the County's actual fraud or misrepresentation.

Section 2.8 Costs of Escrow and Closing.

Ad valorem taxes, if any, will be prorated as of the date of conveyance of the Property from the County to Developer. Developer must pay the cost of title insurance, transfer tax, Title Company document preparation, recordation fees and the escrow fees of the Title Company, if any, and any additional costs to close the escrow. The costs borne by Developer are in addition to the Purchase Price for the Property.

Section 2.9 Mandatory Language in All Subsequent Deeds, Leases and Contracts.

(a) Basic Requirement. Developer may not restrict the rental, sale, lease,



sublease, transfer, use, occupancy, tenure or enjoyment of the Development on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code. Developer or any person claiming under or through Developer may not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Development. The foregoing covenant runs with the land.

(b) Provisions in Conveyance Documents. All deeds, leases or contracts made or entered into by Developer, and its successor and assigns permitted under this Agreement, as to any portion of the Property must contain therein the following language:

(i) In Deeds:

"(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(ii) In Leases:

"(1) Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in

Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(iii) In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

Section 2.10 Maintenance of Property.

(a) During the Interim Operating Period Developer shall, at its sole cost and expense: (i) maintain the Property in good repair and in a neat, clean and orderly condition in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; (ii) cause the Property to be free of all health and safety defects; (iii) correct any life-threatening maintenance deficiencies, immediately upon notification; (iv) remove all weeds, graffiti, debris, and waste material from the Property, and, (v) erect security fencing around the Property, and as may be necessary, employ a security service.

(b) Developer shall inform the County promptly of the receipt of notice of, or information of, any change in the condition of the Property. Developer shall have in its employ at all times a sufficient number of employees to enable it to professionally maintain and repair the Property in accordance with the terms of this Agreement. Subject to the County's prior approval, Developer may contract with a qualified management company for the performance extraordinary repairs beyond the capability of Developer's regular maintenance employees.

(c) If there arises a condition in contravention of this requirement, and if such condition is curable, Developer has not cured such condition within thirty (30) days after receiving a notice from the County of the existence of the condition, then in addition to any other

rights available to the County, the County has the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property.

(d) Developer is responsible for all costs associated with the maintenance and repair of the Property. Upon the execution of this Agreement Developer shall provide the County, for the County's approval, a budget for Developer's repair and maintenance obligations for the Property, including the sources of funds.

### ARTICLE 3 PREDEVELOPMENT OBLIGATIONS

#### Section 3.1 Predevelopment Obligations.

(a) Within the time periods set forth in the Schedule of Performance and prior to the Commencement of Construction, Developer shall (i) cause the Design Development Documents to be completed by a licensed architect, (ii) submit the Design Development Documents to the County for review, (iii) apply for all necessary Land Use Approvals, other than the building permit, (iv) prepare and submit a Development Budget to the County for approval, (v) cause Construction Plans to be prepared, and (vi) submit the Construction Plans to the County for review, each as more fully described below and each a "Predevelopment Obligation."

(b) Developer shall complete each Predevelopment Obligations no later than the date set forth in the Schedule of Performance attached to this Agreement as Exhibit B, subject to Force Majeure as described in Section 9.14. The Schedule of Performance may be modified by the County Director – Department of Conservation and Development on behalf of the County without formal amendment of this Agreement.

(c) If Developer fails to satisfy all Predevelopment Obligations within the time period set forth in the Schedule of Performance, the County may terminate this Agreement pursuant to Section 7.1 and exercise any and all remedies available to it.

(d) During the performance of the Predevelopment Obligations, Developer shall on the first day of each month, and from time to time as reasonably requested by the County, provide the County with written progress reports regarding the status of the performance of the Predevelopment Obligations.

#### Section 3.2 Design Development Documents.

(a) During the preparation of the Design Development Documents, Developer shall hold regular progress meetings with the County and communicate and consult informally with the County as frequently as necessary to ensure that the proposed Design Development Documents receive the County's prompt consideration. Developer shall cause the Design Development Documents to be consistent, and in substantial conformity, with the Conceptual Site Plan.

(b) The County shall review the Developer's proposed Design Development Documents and either approve or disapprove them within thirty (30) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes the County requests be made in order to obtain approval. Developer shall thereafter submit revised proposed Design Development Documents within thirty (30) days after notification of disapproval. The County shall either approve or disapprove the revised proposed Design Development Documents within thirty (30) days after the date such revised proposed Design Development Documents are received by the County, and shall approve the revised proposed Design Development Documents if the requested changes have been made.

(c) If Developer fails to submit proposed Design Development Documents within the time required by the Schedule of Performance, or if the County disapproves of the revised proposed Design Development Documents, the County may terminate this Agreement pursuant to Section 7.1 and exercise its remedies pursuant to this Agreement. Only upon County approval of Design Development Documents will Developer's obligation to prepare and submit Design Development Documents be deemed satisfied.

Section 3.3 Land Use Approvals. To satisfy its obligation to apply for all necessary Land Use Approvals, other than the building permit, Developer shall deliver evidence of having applied for such permits and approvals to the County not later than the date for performance set forth in the Schedule of Performance. Only upon the County's receipt of satisfactory evidence of Developer having applied for all necessary Land Use Approvals, other than the building permit, will Developer's obligation to submit such evidence be deemed satisfied.

Section 3.4 Development Budget.

(a) Developer shall cause the Development Budget to include a breakdown of the costs of constructing the Improvements based on the Financing Proposal previously approved by the County, and an operating proforma for the first ten (10) years of operation of the Development. Developer shall also submit to the County copies of all required funding commitments for construction and permanent financing for the Development, and any other information that is reasonably necessary to enable the County to determine, in its reasonable judgment, that Developer has the financial capability to pay all costs of constructing and operating the Development, taking into account all committed funds and all realistically established costs of constructing and operating the Development.

(b) The County shall review the proposed Development Budget and shall either approve or disapprove the proposed Development Budget in writing within thirty (30) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail the required revisions to the previously-submitted proposed Development Budget. Developer shall thereafter submit a revised proposed Development Budget within thirty (30) days after notification of disapproval. The County shall either approve or disapprove the revised proposed Development Budget within thirty (30) days after the date the revised proposed Development Budget is received by the County.

(c) If Developer fails to submit a Development Budget within the time required by the Schedule of Performance, or if the County disapproves of the revised Development Budget, the County may terminate this Agreement pursuant to Section 7.1 and

exercise its remedies pursuant to this Agreement. Only upon County approval of a Development Budget will Developer's obligation to prepare and submit a Development Budget be deemed satisfied.

(d) Developer shall submit any material revision to an approved Development Budget to the County for its review and approval. Any proposed revised Development Budget shall be considered and approved or disapproved by the County in the same manner and according to the same timeframe set forth above for the initial Development Budget. Until a revised Development Budget is approved by the County, the previously-approved Development Budget shall govern the financing of the Development.

### Section 3.5 Construction Plans.

(a) As used in this Agreement, "Construction Plans" means all construction documentation upon which Developer and Developer's contractor rely in constructing the Improvements (including landscaping, parking and common areas) including, but not limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings").

(b) The County shall review the Developer's proposed Construction Plans and either approve or disapprove them within thirty (30) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes the County requests be made in order to obtain approval. Developer shall thereafter submit revised proposed Construction Plans within thirty (30) days after notification of disapproval. The County shall either approve or disapprove the revised proposed Construction Plans within thirty (30) days after the date such revised proposed Construction Plans are received by the County, and shall approve the revised proposed Construction Plans if the requested changes have been made.

(c) If Developer fails to submit proposed Construction Plans within the time required by the Schedule of Performance, or if the County disapproves of the revised proposed Construction Plans, the County may terminate this Agreement pursuant to Section 7.1, and exercise its remedies pursuant to this Agreement. Only upon County approval of Construction Plans will Developer's obligation to prepare and submit Construction Plans be deemed satisfied.

## ARTICLE 4 CONSTRUCTION OF THE IMPROVEMENTS

### Section 4.1 Permits and Approvals.

Developer shall obtain all permits approvals necessary for the construction of the Improvements no later than December 31, 2021 or such later date that the County approves in writing.

### Section 4.2 Construction Bonds.

If requested by the County, not later than thirty (30) days prior to the proposed Commencement of Construction Developer shall deliver to the County copies of labor and material bonds and performance bonds for the construction of the Improvements in an amount equal to one hundred percent (100%) of the scheduled cost of the construction of the Improvements. Such bonds must name the County as a co-obligee.

Section 4.3 Commencement of Construction.

Developer shall cause the Commencement of Construction of the Improvements to occur no later than December 31, 2022 or such later date that the County approves in writing, but in no event later than 1 year from date of this Agreement. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of construction of the Improvements in the notice to proceed issued by Developer to Developer's general contractor.

Section 4.4 Completion of Construction.

(a) Developer shall diligently prosecute construction of the Improvements to completion, and shall cause the construction of the Improvements to be completed no later than December 31, 2024 or such later date that the County approves in writing.

(b) Developer shall give notice to the County upon completion of construction of the Improvements. Upon receipt of such notice, the County will perform an inspection of the Improvements to determine if the Improvements were constructed in accordance with this Agreement. If the County determines the Improvements were not constructed in accordance with this Agreement, the County will provide Developer with a written report of the deficiencies. Developer shall correct such deficiencies within the timeframe set forth in the notice provided to Developer by the County. The Development may not be occupied until such deficiencies have been corrected to the satisfaction of the County.

Section 4.5 Certificate of Completion.

Promptly after completion of the Improvements in accordance with the provisions of this Agreement, the County will provide Developer a Certificate of Completion certifying to the completion of the Improvements. The Certificate of Completion will be conclusive determination that the covenants in this Agreement with respect to the obligations of Developer to construct the Improvements (excluding Developer's compliance with Section 4.7) and the dates for the beginning and completion of construction have been met. The Certificate of Completion will be in such form as will enable it to be recorded against the Property in the official records of Contra Costa County. The Certificate of Completion will not constitute evidence of compliance with or satisfaction of any obligation of Developer: (a) to any holder of a Security Financing Interest; and (b) to pay prevailing wages. The Certificate of Completion may not be deemed a notice of completion under the California Civil Code.

Section 4.6 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Developer shall construct the Improvements in conformance with (i) the plans and specifications approved by the County's Building Department, and (ii) the Development Budget. Developer shall notify the County in a timely manner of any changes in

the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the County's Building Department. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work for the Improvements may be performed: (i) any change in the work the cost of which exceeds Fifty Thousand Dollars (\$50,000); or (ii) any set of changes in the work the cost of which cumulatively exceeds One Hundred Thousand Dollars (\$100,000) or ten percent (10%) of the Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Improvements as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Developer from any other obligations under this Agreement, or relieve or release Developer or its surety from any surety bond.

(b) Compliance with Laws. Developer shall cause all work performed in connection with the Development to be performed in compliance with:

(i) all applicable laws, codes (including building codes and codes applicable to mitigation of disasters such as earthquakes), ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter; and

(ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Developer may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Developer is responsible to the County for the procurement and maintenance thereof.

Section 4.7 Prevailing Wages.

(a) State Prevailing Wages.

(i) Developer shall:

(1) pay, and shall cause any consultants or contractors to pay, prevailing wages in the construction of the Improvements as those wages are determined pursuant to California Labor Code Section 1720 et seq.;

(2) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., and implementing regulations of the DIR;

(3) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq.;

(4) post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

(5) cause contractors and subcontractors constructing the Improvements to be registered as set forth in California Labor Code Section 1725.5 and provide County evidence of such registration including all registration numbers, the name of all contractors and subcontractors;

(6) cause all contracts to include the requirements set forth in California Labor Code Section 1720 et seq. including a copy of the California Labor Code Section Sections listed in California Labor Code Section 1775(b)(1);

(7) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the construction of the Improvements to specify that:

(A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the construction of the Improvements unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(B) the construction of the Improvements is subject to compliance monitoring and enforcement by the DIR.

(8) provide the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

(9) cause its contractors to post job site notices, as prescribed by Title 8 California Code of Regulations 16451(d), or otherwise as required by the DIR; and

(10) cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(ii) Developer shall also comply with the requirements of County Resolution No. 88-9 regarding the payment of prevailing wages (the "County Local Prevailing Wage Requirement").

(b) Indemnity. Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractor and subcontractors) to comply with the County Local Prevailing Wage Requirement, to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., to meet the conditions of California Labor Code Section 1771.4, and implementing regulations of the DIR, or to comply with the other applicable provisions of



California Labor Code Sections 1720 et seq., 1777.5 et seq., and 1771.4, and the implementing regulations of the DIR, in connection with the construction of the Improvements or any other work undertaken or in connection with the Property. The requirements in this Section survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 4.8 Equal Opportunity.

During the construction of the Improvements, discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

Section 4.9 Minority and Women-Owned Contractors.

Developer shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Improvements. Developer shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the construction of the Improvements. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Developer and available to the County upon request.

Section 4.10 Progress Reports.

Until such time as Developer has completed construction of the Improvements, as evidenced by the Certificate of Completion, Developer shall provide the County with quarterly progress reports regarding the status of the construction of the Improvements, including a certification that the actual construction costs to date conform to the Development Budget, as it may be amended from time to time.

Section 4.11 Construction Responsibilities.

(a) Developer is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the construction of the Improvements takes place in accordance with this Agreement.

(b) Developer is solely responsible for all aspects of Developer's conduct in connection with the Improvements, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Improvements is solely for the purpose of determining whether Developer is properly discharging its obligations to the County, and may not be relied upon by Developer or by any third parties as a warranty or representation by the County as to the quality of the design or construction of the Improvements.

Section 4.12 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the County or any other lender or other third party in connection with the Improvements, then Developer shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Developer fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Developer's expense. Alternately, the County may require Developer to immediately deposit with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Developer.

(c) Developer shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Improvements for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Developer authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Development and Property.

#### Section 4.13 Inspections.

(a) Developer shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the County and by public authorities during reasonable business hours during the Term, for the purposes of determining compliance with this Agreement.

(b) The County has no duty to visit the Property, or to observe or inspect it in connection with this Agreement. Any site visit or observation by the County is solely for the purpose of protecting the County's rights and interests under this Agreement. No site visit or observation by the County will impose any liability on the County or result in a waiver of any default of Developer. Neither Developer nor any other party is entitled to rely on any site visit or observation by the County. The County owes no duty of care to protect Developer or any other party against, or to inform Developer or any other party of, any adverse condition affecting the Property in connection with this Agreement.

### ARTICLE 5 ON-GOING REQUIREMENTS

#### Section 5.1 Information.

Developer shall provide any information reasonably requested by the County in connection with the Development.

Section 5.2 Hazardous Materials.

(a) Upon transfer of the Property, Developer shall keep and maintain the Property and the Development (including but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and may not cause or permit the Property and the Development to be in violation of any Hazardous Materials Law. Developer may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Developer shall immediately advise the County in writing if at any time it receives written notice of any Hazardous Materials Claims, and Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

(c) The County has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to the County (or counsel of its own choice if a conflict exists with Developer) in any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Developer.

(d) Developer shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim related to a release of Hazardous Materials after the Close of Escrow; (iii) any actual or alleged present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials released after the Close of Escrow (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Developer in this Section 5.2, and Section 6.1(l). Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the County in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal,

cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the County of Hazardous Materials.

(e) Without the County's prior written consent, which will not be unreasonably withheld, Developer may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Developer shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Developer will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Developer establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder; or (iv) the action has been agreed to by the County.

(f) Developer hereby acknowledges and agrees that: (i) this Section is intended as the County's written request for information (and Developer's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5; and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(g) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to: (i) waive its lien on such environmentally impaired or affected portion of the Property; and (ii) exercise, (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Developer to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Developer will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Developer knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or

threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

### Section 5.3 Fees and Taxes.

Developer is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property. Developer is also solely responsible for payment of all personal property taxes, and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property.

However, Developer is not required to pay and discharge any such charge so long as: (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (ii) if requested by the County, Developer deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

In the event Developer exercises its right to contest any tax, assessment, or charge against it, Developer, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

### Section 5.4 Notices.

Developer shall promptly notify the County in writing of any and all of the following:

- (a) Any litigation known to Developer materially affecting Developer, or the Property and of any claims or disputes that involve a material risk of litigation;
- (b) Any written or oral communication Developer receives from any governmental, judicial, or legal authority giving notice of any claim or assertion that the Property or Improvements fail in any respect to comply with any applicable governmental law;
- (c) Any material adverse change in the physical condition of the Property (including any damage suffered as a result of fire, earthquakes, or floods);
- (d) Any material adverse change in Developer's financial condition, any material adverse change in Developer's operations, or any change in the management of Developer;

(e) That any of the statements in Section 6.1(l) regarding Hazardous Materials are no longer accurate;

(f) Any Event of Default or event which, with the giving of notice or the passage of time or both, would constitute an Event of Default; and

(g) Any other circumstance, event, or occurrence that results in a material adverse change in Developer's ability to timely perform any of its obligations under any of the Loan Documents.

Section 5.5 Nondiscrimination.

Consistent with Section 2.9 above, Developer covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant will run with the land.

Section 5.6 Transfer.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under this Agreement; and/or (ii) any interest in Developer and the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Developer retains title. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 5.6, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion.

(c) The County hereby approves a Transfer of the Property from Developer to a wholly-owned affiliate of Developer, provided that the transferee expressly assumes the obligations of Developer under the County Documents, utilizing a form of assignment and assumption agreement provided by the County.

Section 5.7 Insurance Requirements.

(a) Developer shall maintain the following insurance coverage throughout the Term:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) Developer shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Developer or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for commercial general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Developer shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Commercial General Liability, Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain: (i) the agreement of the insurer to give the County at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Developer shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver

by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

Section 5.8 Damage and Destruction.

If economically feasible in the County's judgment after consultation with Developer, if any Improvement now or in the future on the Property is damaged or destroyed, Developer shall, at its cost and expense, diligently undertake to repair or restore the Improvement. Such repair or restoration must be consistent with plans and specifications approved by the County, subject to changes that are approved by the County in advance. Such work or repair must be commenced no later than the later to occur of (i) one hundred twenty (120) days after the date of the damage or destruction, and (ii) thirty (30) days after Developer's receipt of the insurance proceeds, or such longer period approved by the County in writing. The work or repair is to be completed within one (1) year after commencement. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of the repairs or restoration and, if such insurance proceeds are insufficient for such purpose, Developer shall make up the deficiency. If Developer does not promptly make the repairs, any insurance proceeds collected for such damage or destruction are to be promptly delivered by Developer to the County as a special repayment of the Loan.

Section 5.9 Covenants Regarding Approved Financing.

- (a) Developer shall promptly pay the principal and interest when due on any Approved Financing.
- (b) Developer shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing whether or not a default has been declared by the lender, and provide the County copies of any notice of default.
- (c) Developer may not amend, modify, supplement, cancel or terminate the Partnership Agreement or any documents related to any loan that is part of the Approved Financing without the prior written consent of the County. Developer shall provide the County copies of all amendments, modifications, and supplements to any document related to any loan that is part of the Approved Financing.
- (d) Developer may not incur any indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County) without the prior written consent of the County.

ARTICLE 6  
REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 6.1 Representations and Warranties.



Developer hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

(a) Organization. Developer is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Developer. Developer has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the County Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the County Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Developer, and all actions required under Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the County Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. The County Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Developer enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of the County Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will: (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Developer, or conflict with any provision of the organizational documents of Developer, or conflict with any agreement to which Developer is a party; or (ii) result in the creation or imposition of any lien upon any assets or property of Developer, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The construction of the Improvements will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Developer is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Developer,

threatened against or affecting Developer or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Developer, materially affect Developer's ability to construct the Improvements, repay the Loan, or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Developer will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens shown on the County's title policy provided pursuant to Section 2.5(h) above, or approved in writing by the County.

(i) Financial Statements. The financial statements of Developer and other financial data and information furnished by Developer to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Developer from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Developer holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Property and the construction of the Improvements in accordance with the terms of this Agreement.

(k) Taxes. Developer and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Developer or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Developer and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Developer to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Developer of any Loan Document.

(l) Hazardous Materials. To the best of Developer's knowledge, except as disclosed in writing by Developer to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Property; (ii) neither the Property nor Developer is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Developer is subject to any existing, pending or threatened Hazardous Materials Claims.

## ARTICLE 7 DEFAULT AND REMEDIES

### Section 7.1 Events of Default.

Any one or more of the following constitutes an "Event of Default" by Developer under this Agreement:

- (a) Failure to Satisfy Predevelopment Obligations. If Developer fails to satisfy any of the Predevelopment Obligations set forth in Article 3.
- (b) Failure to Construct. If Developer fails to obtain permits, or to commence and prosecute construction of the Improvements to completion, within the times set forth in Article 4 above, as such dates may be extended with the consent of the County.
- (c) Failure to Make Payment. If Developer fails to make any payment when such payment is due pursuant to the County Documents.
- (d) Breach of Covenants. If Developer fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement (other than as set forth in Section 7.1(a) through Section 7.1(c), and Section 7.1(e) through Section 7.1(m)), or in any of the other County Documents, and Developer fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Developer.
- (e) Default Under Other Loans. If a default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.
- (f) Insolvency. If a court having jurisdiction makes or enters any decree or order: (i) adjudging Developer to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of Developer, or seeking any arrangement for Developer under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of Developer in bankruptcy or insolvency or for any of their properties; (iv) directing the winding up or liquidation of Developer if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Developer admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.
- (g) Assignment; Attachment. If Developer assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.
- (h) Suspension; Termination. If Developer voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(i) Liens on Property and the Development. If any claim of lien (other than liens approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(j) Condemnation. If there is a condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development.

(k) Unauthorized Transfer. If any Transfer occurs other than as permitted pursuant to Section 5.6.

(l) Representation or Warranty Incorrect. If any Developer representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the County Documents, proves to have been incorrect in any material respect when made.

(m) Applicability to General Partner. The occurrence of any of the events set forth in Section 7.1(f), through Section 7.1(h) in relation to Developer's general partner if Developer is a partnership.

## Section 7.2 Remedies.

Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to transfer the Property or disburse any portion of the Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available to it under law, this Agreement, and the other County Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Note. The County may cause all indebtedness of Developer to the County under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Developer waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Developer is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Developer to perform its obligations and covenants under the County Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the County Documents.

(c) Termination. The County may terminate this Agreement by giving written

notice to Developer; provided, however, that the County's remedies pursuant to this Article 7, and the indemnification provisions of this Agreement survive such termination.

(d) Additional Remedies. The County may exercise any of the remedies specified in Sections 7.3 and 7.4 below.

Section 7.3 Right of Reverter.

(a) In the event that, following Close of Escrow, there is an Event of Default and such Event of Default occurs prior to issuance of a Certificate of Completion for the Improvements, then the County has the right to reenter and take possession of the Property and all improvements thereon and to revest in the County the estate of Developer in the Property. Developer agrees to execute such documents as reasonably necessary to cause Developer's interest in the Property to revert and revest in the County.

(b) Upon vesting or revesting in the County of title to the Property, the County will use its best efforts to resell the Property consistent with the County's obligations under applicable laws. Upon sale the proceeds will be applied as follows:

(1) First, to reimburse the County for any costs it incurs in managing or selling the Property (after exercising its right of reverter), including but not limited to amounts to discharge or prevent liens or encumbrances arising from any acts or omissions of the Developer;

(2) Second, to reimburse the County for damages to which it is entitled under this Agreement by reason of Developer's default;

(3) Third to the County, to repay the Loan;

(4) Fourth, to Developer in the amount of the reasonable cost of the improvements Developer has placed on the Property that were not financed by the County; and

(5) Fifth, any balance to the County.

Section 7.4 Option to Repurchase, Reenter and Repossess.

(a) The County has the additional right at its option to repurchase, reenter and take possession of the Property or any portion thereof owned by the Developer with all improvements thereon (the "Option to Purchase"), in the event that, following Close of Escrow, there is an Event of Default and such Event of Default occurs prior to issuance of a Certificate of Completion for the Improvements.

(b) To exercise the Option to Purchase, the County shall pay to Developer the amount of One Hundred Dollars (\$100.00).

(c) Upon vesting in the County of title to all or a portion of the Property, the County shall use its best efforts to resell it, subject to a requirement that the Property be developed in accordance with this Agreement. Upon any resale of the Property or portion

thereof by the County, the County shall apply such sale proceeds as follows:

(i) To Developer, the fair market value of any improvements existing on the applicable portion of the Property at the time of the repurchase, reentry and repossession; less

(1) Any gains or income withdrawn or made by Developer from the applicable portion of the Property or the improvements thereon; less

(2) The value of any unpaid liens or encumbrances on the applicable portion of the Property which the County assumes or takes subject to said encumbrances.

(ii) The remaining sale proceeds, if any, shall be retained by the County.

Section 7.5 Right to Cure Monetary Default at Developer's Expense.

The County has the right (but not the obligation) to cure any monetary default by Developer under a loan other than the Loan. Upon demand therefor, Developer shall reimburse the County for any funds advanced by the County to cure such monetary default by Developer, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

Section 7.6 Right of Contest.

Developer may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

Section 7.7 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other County Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Developer and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 8  
SECURITY FINANCING AND RIGHTS OF HOLDERS

Section 8.1 No Encumbrances Except for Development Purposes.

Notwithstanding any other provision of this Agreement, mortgages and deeds of trust, or any other reasonable method of security are permitted to be placed upon Developer's interest in the Property, but only for the purpose of securing Approved Financing. Mortgages, deeds of trust, or other reasonable security instruments securing Approved Financing, are each referred to as a "Security Financing Interest." The words "mortgage" and "deed of trust" as used in this Agreement include all other appropriate modes of financing real estate acquisition, construction, and land development.

Section 8.2 Rights of Holders of Security Financing Interests.

Any rights of the County under Sections 7.3 and 7.4 will not defeat, limit or render invalid any Security Financing Interest permitted by this Agreement or any rights provided for in this Agreement for the protection of holders of Security Financing Interests. Any conveyance or reverter of the Property to the County pursuant to Sections 7.3 and 7.4 will be subject to Security Financing Interests permitted by this Agreement.

Section 8.3 Holder Not Obligated to Construct.

The holder of any Security Financing Interest authorized by this Agreement is not obligated to construct or complete any improvements or to guarantee such construction or completion; nor will any covenant or any other provision in conveyances from the County to Developer evidencing the realty comprising the Property or any part thereof be construed so to obligate such holder. However, nothing in this Agreement is deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses of improvements provided for or authorized by this Agreement.

Section 8.4 Notice of Default and Right to Cure.

Whenever the County pursuant to its rights set forth in Article 7 of this Agreement delivers any notice or demand to the Developer with respect to the commencement, completion, or cessation of the construction of the Improvements, the County will at the same time deliver to each holder of record of any Security Financing Interest, a copy of such notice or demand. Each such holder (insofar as the rights of the County are concerned) has the right, but not the obligation, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default or breach affecting the Property and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement is deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect such improvements or construction already made) without first having expressly assumed in writing Developer's obligations to the County relating to such Improvements under this Agreement pursuant to an assignment and assumption agreement prepared by the County and recordable among the official records of the County (the "Security Financing Interest Assignment"). The holder in that event must agree to complete, in the manner provided in this Agreement (or as may be amended by the Security Financing Interest Assignment; provided, however, the County is under no obligation to extend the dates for performance set forth in this Agreement), the Improvements to which the lien or title of such holder relates. Any such holder properly completing such Improvements pursuant to this paragraph must assume all rights and

obligations of Developer under this Agreement and will be entitled, upon completion and written request made to the County, to a Certificate of Completion from the County.

Section 8.5 Failure of Holder to Complete Improvements.

In any case where six (6) months after default by Developer in completion of construction of the Improvements under this Agreement, the holder of record of any Security Financing Interest, having first exercised its option to construct pursuant to the Security Financing Interest Assignment, has not proceeded diligently with construction (as reasonably determined by the County), the County shall be afforded those rights against such holder it would otherwise have against Developer under this Agreement.

Section 8.6 Right of County to Cure.

In the event of a default or breach by Developer of a Security Financing Interest prior to the completion of the Improvements, and the holder has not exercised its option to complete the Improvements on the Property, the County may cure the default, prior to the completion of any foreclosure. In such event the County will be entitled to reimbursement from Developer of all costs and expenses incurred by the County in curing the default. The County will also be entitled to a lien upon the Property or any portion thereof to the extent of such costs and disbursements. The County agrees that such lien will be subordinate to any Security Financing Interest, and the County will execute from time to time any and all documentation reasonably requested by Developer to effect such subordination.

Section 8.7 Right of County to Satisfy Other Liens.

After the conveyance of title to the Property or any portion thereof and after Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Property or any portion thereof, the County will have the right to satisfy any such lien or encumbrances; provided, however, that nothing in this Agreement will require Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as Developer in good faith may contest the validity or amount therein and so long as such delay in payment is not subject the Property or any portion thereof to forfeiture or sale.

Section 8.8 Holder to be Notified.

Developer will insert each term contained in this Article 8 into each Security Financing Interest to the extent deemed necessary by, and in form and substance reasonably satisfactorily to the County, or will procure acknowledgement of such terms by each prospective holder of a Security Financing Interest prior to its coming into any security right or interest in the Property or portion thereof.

ARTICLE 9  
GENERAL PROVISIONS

Section 9.1 Relationship of Parties.



Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Developer or its agents, employees or contractors, and Developer will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Developer has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and operation of the Development, Developer is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Developer is solely responsible for its own acts and those of its agents and employees.

Section 9.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Developer may have employed or with whom Developer may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and Developer shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 9.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The County Director, Department of Conservation and Development is authorized to execute on behalf of the County amendments to the County Documents or amended and restated County Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

Section 9.4 Indemnification.

Developer shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property and the development, construction, marketing and operation of the Development, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. The provisions of this Section will survive the issuance of the Certificate of Completion, the expiration of the Term and the reconveyance of the Deed of Trust.

Section 9.5 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Developer in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 9.6 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 9.7 Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the construction of the Improvements.

Section 9.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 9.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during, or at any time after, such person's tenure. Developer shall exercise due diligence to ensure that the prohibition in this Section 9.8(a) is followed.

(b) The conflict of interest provisions of Section 9.8(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the County.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Developer, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Developer. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

Section 9.9 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

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

Developer: Heritage Point Commercial LLC  
c/o Community Housing Development Corporation of North  
Richmond  
1535A Fred Jackson Way  
Richmond, California 94801  
Attention: Executive Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 9.10 Applicable Law.

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

Section 9.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Developer and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 9.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 9.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 9.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 9.15 County Approval.

The County has authorized the County Director, Department of Conservation and Development to execute the County Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Developer defaults under the County Documents.

Section 9.16 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Developer or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Developer to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Developer may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 9.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 9.18 Entire Understanding of the Parties.

The County Documents constitute the entire agreement of the parties with respect to the Loan.

Section 9.19 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 9.20 No Brokers.

Each party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim must indemnify, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's reasonable attorneys' fees, if necessary, arising out of the broker's or finder's claim. The provisions of this section survive expiration of the Term or other termination of this Agreement, and will remain in full force and effect.

Section 9.21 Provision Not Merged with Deed.

None of the provisions of this Agreement are intended to or will be merged by any grant deed transferring title to any real property which is the subject of this Agreement from County to Developer or any successor in interest, and any such grant deed will not be deemed to affect or impair the provisions and covenants of this Agreement.

*Remainder of Page Left Intentionally Blank*

The parties are entering into this Agreement as of date first set forth above.

**COUNTY:**

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

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and  
Development

APPROVED AS TO FORM:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**DEVELOPER:**

Heritage Point Commercial LLC, a California  
limited liability company

By: Community Housing Development  
Corporation of North Richmond, a California  
nonprofit public benefit corporation, its sole  
member/manager

By: \_\_\_\_\_  
Donald Gilmore, Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

SCHEUDLE OF PERFORMANCE

This Schedule of Performance summarizes the schedule for various activities under the Amended and Restated Disposition and Development Agreement (the "Agreement") to which this exhibit is attached. The description of items in this Schedule of Performance are meant to be descriptive only, and do not modify in any way the provisions of the Agreement to which such items relate. Section references to the Agreement are intended merely as an aid in relating this Schedule of Performance to other provisions of the Agreement and do not have any substantive effect.

Whenever this Schedule of Performance requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, shall be complete and adequate for review by the County or other applicable governmental entity within the time set forth herein. Prior to the time set forth for each particular submission, Developer shall consult with County staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

Action	Date
1. <u>Submission – Design Development Documents</u> . Developer shall prepare and submit the Design Development Documents for County approval. [§3.2]	Within 365 days of the date of the Agreement.
2. <u>Approval – Design Development Documents</u> . The County shall approve or disapprove the Design Development Documents. [§3.2]	Within 30 days after receipt of the Design Development Documents. Opportunity is provided in §3.2 for resubmission and further review of disapproved Design Development Documents.
3. <u>Application – Land Use Approvals</u> . Developer shall apply for the Land Use Approvals and shall provide evidence of the same to the County. [§3.3(a)]	Within 420 days of the date of the Agreement.
4. <u>Receipt – Land Use Approvals</u> . Developer shall obtain the Land Use Approvals and shall provide evidence of the same to the County [§3.3(b)]	Within 180 days of application to the City.



Action	Date
<p>5. <u>Submission – Development Budget.</u> Developer shall prepare and submit the Development Budget for County approval. [§3.4]</p>	<p>With 30 days after receipt of Land Use Approvals.</p>
<p>6. <u>Approval – Development Budget.</u> The County shall approve or disapprove the Development Budget. [§3.4]</p>	<p>Within 30 days after receipt of the Development Budget. Opportunity is provided in §3.4 for resubmission and further review of the disapproved Development Budget.</p>
<p>7. <u>Submission – Construction Plans.</u> Developer shall prepare and submit the Construction Plans for County approval. [§3.5]</p>	<p>Within 30 days after approval of the Development Budget.</p>
<p>8. <u>Approval – Construction Plans.</u> The County shall approve or disapprove the Construction Plans. [§3.5]</p>	<p>Within 30 days after receipt of the Construction Plans. Opportunity is provided in §3.5 for resubmission and further review of disapproved Construction Plans.</p>
<p>9. <u>Performance Due Date.</u> Developer shall satisfy all conditions in Article 3. [§3.1]</p>	<p>December 1, 2022.</p>

EXHIBIT C

FINANCING PROPOSAL

EXHIBIT D

CONCEPTUAL SITE PLAN

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS AND EXHIBITS .....	2
Section 1.1    Definitions.....	2
Section 1.2    Exhibits .....	5
ARTICLE 2 DISPOSITION OF PROPERTY .....	5
Section 2.1    Purchase and Sale. ....	5
Section 2.2    Purchase Price.....	5
Section 2.3    County Loan.....	6
Section 2.4    Opening Escrow.....	7
Section 2.5    Close of Escrow. ....	7
Section 2.6    Condition of Title.....	8
Section 2.7    Condition of Property. ....	8
Section 2.8    Costs of Escrow and Closing. ....	10
Section 2.9    Mandatory Language in All Subsequent Deeds, Leases and Contracts. ....	10
Section 2.10   Maintenance of Property.....	12
ARTICLE 3 PREDEVELOPMENT OBLIGATIONS .....	13
Section 3.1    Predevelopment Obligations.....	13
Section 3.2    Design Development Documents.....	13
Section 3.3    Land Use Approvals. ....	14
Section 3.4    Development Budget. ....	14
Section 3.5    Construction Plans. ....	15
ARTICLE 4 CONSTRUCTION OF THE IMPROVEMENTS .....	15
Section 4.1    Permits and Approvals.....	15
Section 4.2    Construction Bonds.....	15
Section 4.3    Commencement of Construction. ....	16
Section 4.4    Completion of Construction.....	16
Section 4.5    Certificate of Completion. ....	16
Section 4.6    Changes; Construction Pursuant to Plans and Laws.....	16
Section 4.7    Prevailing Wages. ....	17
Section 4.8    Equal Opportunity.....	19
Section 4.9    Minority and Women-Owned Contractors. ....	19
Section 4.10   Progress Reports. ....	19
Section 4.11   Construction Responsibilities. ....	19
Section 4.12   Mechanics Liens, Stop Notices, and Notices of Completion.....	19
Section 4.13   Inspections. ....	20
ARTICLE 5 ON-GOING REQUIREMENTS.....	20
Section 5.1    Information. ....	20
Section 5.2    Hazardous Materials. ....	21
Section 5.3    Fees and Taxes.....	23
Section 5.4    Notices. ....	23
Section 5.5    Nondiscrimination.....	24
Section 5.6    Transfer. ....	24

TABLE OF CONTENTS

(continued)

	<u>Page</u>
Section 5.7 Insurance Requirements.....	24
Section 5.8 Damage and Destruction.....	26
Section 5.9 Covenants Regarding Approved Financing.....	26
ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF BORROWER.....	26
Section 6.1 Representations and Warranties.....	26
ARTICLE 7 DEFAULT AND REMEDIES.....	28
Section 7.1 Events of Default.....	28
Section 7.2 Remedies.....	30
Section 7.3 Right of Reverter.....	31
Section 7.4 Option to Repurchase, Reenter and Repossess.....	31
Section 7.5 Right to Cure Monetary Default at Developer's Expense.....	32
Section 7.6 Right of Contest.....	32
Section 7.7 Remedies Cumulative.....	32
ARTICLE 8 SECURITY FINANCING AND RIGHTS OF HOLDERS.....	32
Section 8.1 No Encumbrances Except for Development Purposes.....	32
Section 8.2 Rights of Holders of Security Financing Interests.....	33
Section 8.3 Holder Not Obligated to Construct.....	33
Section 8.4 Notice of Default and Right to Cure.....	33
Section 8.5 Failure of Holder to Complete Improvements.....	34
Section 8.6 Right of County to Cure.....	34
Section 8.7 Right of County to Satisfy Other Liens.....	34
Section 8.8 Holder to be Notified.....	34
ARTICLE 9 GENERAL PROVISIONS.....	34
Section 9.1 Relationship of Parties.....	34
Section 9.2 No Claims.....	35
Section 9.3 Amendments.....	35
Section 9.4 Indemnification.....	35
Section 9.5 Non-Liability of County Officials, Employees and Agents.....	35
Section 9.6 No Third Party Beneficiaries.....	36
Section 9.7 Discretion Retained By County.....	36
Section 9.8 Conflict of Interest.....	36
Section 9.9 Notices, Demands and Communications.....	36
Section 9.10 Applicable Law.....	37
Section 9.11 Parties Bound.....	37
Section 9.12 Attorneys' Fees.....	37
Section 9.13 Severability.....	37
Section 9.14 Force Majeure.....	37
Section 9.15 County Approval.....	38
Section 9.16 Waivers.....	38
Section 9.17 Title of Parts and Sections.....	38
Section 9.18 Entire Understanding of the Parties.....	38
Section 9.19 Multiple Originals; Counterpart.....	38

TABLE OF CONTENTS

(continued)

	<u>Page</u>
Section 9.20 No Brokers.....	38
Section 9.21 Provision Not Merged with Deed. ....	39
EXHIBIT A	Legal Description of the Property
EXHIBIT B:	Schedule of Performance
EXHIBIT C:	Financing Proposal
EXHIBIT D:	Conceptual Site Plan

**DISPOSITION AND DEVELOPMENT AGREEMENT**

Between

**COUNTY OF CONTRA COSTA**

And

**HERITAGE POINT COMMERCIAL LLC**

Heritage Point

dated April 1, 2019

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

No fee for recording pursuant to  
Government Code Section 27383 and 27388.1

---

GRANT DEED

**The undersigned grantor(s) declare(s)**  
**Documentary transfer tax \$ \_\_\_\_\_**

- ] computed on full value of property conveyed, or  
 ] computed on full value less value of liens or encumbrances remaining at time of sale,  
 ] Unincorporated Area

For valuable consideration, the receipt of which is hereby acknowledged, the County of Contra Costa, a political subdivision of the State of California acting in its capacity as housing successor of the former Contra Costa County Redevelopment Agency in accordance with California Health and Safety Code Section 34176 ("Grantor"), hereby grants to Heritage Point Commercial LLC, a California limited liability company ("Grantee"), the real property (the "Property") described in Exhibit A attached hereto and incorporated in this grant deed (this "Grant Deed") by this reference.

1. The Property is conveyed subject to the Amended and Restated Disposition and Development Agreement entered into by and between Grantor and Grantee dated as of April 1, 2019 (the "DDA"). Capitalized terms used, but not defined, in this Grant Deed have the meaning set forth in the DDA.

2. The DDA contains provisions, among others, regarding the construction of improvements of the Property, the use and maintenance of the Property, restrictions on transfer of the Property, and the rights of the Grantor to possession of the Property.

3. Promptly after completion of the Improvements on the Property in accordance with the provisions of the DDA, Grantor will furnish Grantee with an appropriate instrument so certifying, as more fully set forth in Section 4.5 of the DDA (a "Certificate of Completion"). Such Certificate of Completion by Grantor will be a conclusive determination of satisfaction and



termination of the agreements and covenants in the DDA and in this Grant Deed with respect to the obligations of Grantee and its successors and assigns to construct the Improvements on the Property, and the dates for the beginning and completion of such construction.

4. Grantee hereby covenants and agrees, for itself and its successors and assigns, that the Improvements will be used only for the authorized uses specified in the DDA.

5. Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Grantee or any person claiming under or through Grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to this paragraph. The foregoing covenant shall run with the land.

6. All deeds, leases or contracts made relative to the Property, Improvements thereon or any part thereof, must contain or be subject to substantially the following non-discrimination clauses:

a. In Deeds:

"(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code,

relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

b. In Leases:

"(1) Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

c. In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

7. To the fullest extent permitted by law and equity, the covenants contained in this Grant Deed are, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, binding for the benefit of and in favor of and enforceable by Grantor, its successor and assigns, and any successor in interest to the Property or any part thereof. Such covenants shall run in favor of Grantor and such aforementioned parties for the entire period during which such covenants are in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, Grantor and such aforementioned parties have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed are for the benefit of and are enforceable only by Grantor, its successors, and such aforementioned parties.

8. The Property is granted on the express condition that, pursuant to Section 7.3 of the DDA, if there is an Event of Default prior to recordation of the Certificate of Completion, Grantor has the right, at its option, to reenter and take possession of the Property, with all Improvements thereon, and revert in Grantor the estate conveyed to Grantee.

9. The Property is granted on the express condition that, pursuant to Section 7.4 of the DDA, if there is an Event of Default prior to recordation of the Certificate of Completion, Grantor has an irrevocable option to purchase the Property with all Improvements thereon.

10. Only Grantor, its successors and assigns, and Grantee and the successors and assigns of Grantee in and to all or any part of the fee title to the Property have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of Grantee is defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

11. In the event there is a conflict between the provisions of this Grant Deed and the DDA, it is the intent of the parties hereto and their successors in interest that the DDA will control.

12. This Grant Deed may be executed and recorded in two or more counterparts, each of which shall be considered for all purposes a fully binding agreement between the parties.

***Remainder of Page Left Intentionally Blank***

IN WITNESS WHEREOF, the parties hereto are executing this Grant Deed as of April 1, 2019.

**GRANTOR:**

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

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and  
Development

APPROVED AS TO FORM:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**GRANTEE:**

Heritage Point Commercial LLC, a California  
limited liability company

By: Community Housing Development  
Corporation of North Richmond, a California  
nonprofit public benefit corporation, its sole  
member/manager

By: \_\_\_\_\_  
Donald Gilmore, Executive Director

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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, 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.

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

Notary Public

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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, 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.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**(Property Description)**

The real property located in the unincorporated area of the County of Contra Costa, State of California, described as follows:

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

No fee for recording pursuant to  
Government Code Section 27383 and 27388.1

---

DEED OF TRUST WITH ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT, AND FIXTURE FILING  
(Heritage Point)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of April 1, 2019, by and among Heritage Point Commercial LLC, a California limited liability company ("Trustor"), Old Republic Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,



adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with (i) the Note (defined in Section 1.5 below) until paid in full or cancelled, and (ii) any other amounts owing under the Loan Documents (defined in Section 1.4 below). Principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable.

The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

## ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "DDA" means that certain Amended and Restated Disposition and Development Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor Sixty-Six Thousand Three Hundred Thirty Dollars (\$66,330).

Section 1.2 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.3 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of Sixty-Six Thousand Three Hundred Thirty Dollars (\$66,330).

Section 1.4 The term "Loan Documents" means this Deed of Trust, the Note, the DDA, and any other agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Loan.

Section 1.5 The term "Note" means the promissory notes of even date herewith, executed by Trustor in favor of Beneficiary, as it may be amended or restated, in the principal amount of Sixty-Six Thousand Three Hundred Thirty Dollars (\$66,330), the payment of which is secured by this Deed of Trust. The terms and provisions of the Note are incorporated herein by reference.

Section 1.6 The term "Principal" means the amounts required to be paid under the Note.

ARTICLE 2  
MAINTENANCE AND MODIFICATION OF THE PROPERTY  
AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

### Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders that are approved by the Beneficiary pursuant to the DDA. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred and is continuing, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, other than as security to lenders approved by Beneficiary pursuant to the DDA, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that, so long as the Secured Obligations are outstanding, Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to

perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

### ARTICLE 3 TAXES AND INSURANCE; ADVANCES

#### Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the

legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

### Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

### Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

ARTICLE 4  
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option, subject to the provisions of Section 5.7 of the DDA regarding restoration of improvements following damage or destruction. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust.

ARTICLE 5  
AGREEMENTS AFFECTING THE PROPERTY; FURTHER  
ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.



ARTICLE 6  
HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials").

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless Beneficiary and its boardmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to

Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 6.1(l) of the DDA. Such indemnity must include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3) or to

be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

## ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

### Section 7.1 Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

Beneficiary shall provide notice of an Event of Default in the manner set forth in the DDA.

### Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;
- (c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or
- (d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

- (a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but

without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

#### Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

#### Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

#### Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

#### Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

#### Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

#### Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8  
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

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

and (2) if intended for Trustor is to be addressed to:

Heritage Point Commercial LLC  
c/o Community Housing Development Corporation of North Richmond  
1535A Fred Jackson Way  
Richmond, California 94801  
Attention: Executive Director

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to

and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and



substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

*[signature on following page]*

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Heritage Point Commercial LLC, a California limited liability company

By: Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation, its sole member/manager

By: \_\_\_\_\_  
Donald Gilmore, Executive Director



EXHIBIT A

LEGAL DESCRIPTION

The real property located in the unincorporated area of the County of Contra Costa, State of California, described as follows:

PROMISSORY NOTE  
(Heritage Point)

\$66,330

Martinez, California  
April 1, 2019

FOR VALUE RECEIVED, the undersigned Heritage Point Commercial LLC, a California limited liability company ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of Sixty-Six Thousand Three Hundred Thirty Dollars (\$66,330) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Amended and Restated Disposition and Development Agreement between Borrower and Holder of even date herewith (the "DDA").

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to repay Holder the principal amount of Sixty-Six Thousand Three Hundred Thirty Dollars (\$66,330) with interest for the funds loaned to Borrower by Holder to finance the acquisition of the Property pursuant to the DDA.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the Loan bears simple interest at a rate of three percent (3%) per annum from the date of disbursement until full repayment of the principal balance of the Loan.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.3 of the DDA. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the earlier of (i) thirty (30) months from the date of this Note, and (ii) the Commencement of Construction.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the DDA.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Assistant Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

(e) This Note is nonrecourse to Borrower, pursuant to and except as provided in Section 2.3(f) of the DDA which Section 2.3(f) is hereby incorporated into this Note.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and

demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the DDA, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

Heritage Point Commercial LLC, a California limited liability company

By: Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation, its sole member/manager

By: \_\_\_\_\_  
Donald Gilmore, Executive Director



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Director  
Date: April 9, 2019

Subject: 2019-20 Head Start Recruitment / Enrollment Plan and Admissions Priority Criteria

---

**RECOMMENDATION(S):**

APPROVE the 2019-20 Head Start Recruitment and Enrollment Plan and the Community Services Bureau Admissions Priority Criteria for the early care and education programs of the Community Services Bureau of the Employment and Human Services Department, as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

There are no fiscal impacts.

**BACKGROUND:**

This board order accepts the Employment and Human Services Department (EHSD), Community Services Bureau (CSB) Recruitment and Enrollment Plan and the CSB Admissions Priorities/Selection Criteria for the 2019-20 program year, which is July 1, 2019 through June 30, 2020. These plans were approved by the Head Start Policy Council on February 20, 2019.

Head Start Performance Standard 1305.3(c)(6) mandates that the Head Start grantee set criteria, based on a community assessment, that defines the types of children and families who will be given Head Start priority for recruitment and selection. Due to the community need for full-day, full-year services, and the mandate that Head Start and Early Head Start programs collaborate for full-day services, EHSD CSB has adopted

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: CSB, (925)  
681-6389

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

By: , Deputy

cc: Nasim Eghlima, Tracy Lewis



BACKGROUND: (CONT'D)

selection criteria, organized by priorities, which meet the State Department of Education regulations.

To meet Head Start and Early Head Start enrollment goals, plans must be developed and set in place for adequate marketing and recruitment strategies. CSB utilizes community assessment to identify populations to be served by the Head Start program and to recruit those eligible to receive services. The recruitment and enrollment plan is set forth in the 2019-20 Head Start / Early Head Start / Early Education and Support Program Recruitment and Enrollment Plan.

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

Admission Priorities

Enrollment Plan



**CONTRA COSTA COUNTY**  
**CSB Admissions Priorities / Selection Criteria**  
**2019-2020 Program Year**



Head Start Performance Standard 1302.14 (a)(1) mandates that the program set criteria, based on our Community Assessment, that define the types of children and families who will be given priority for recruitment and selection. Kindergarten is available in all communities that we serve. Due to the community need for full-day, full-year services, and the mandate that the Head Start & Early Head Start Program collaborate for full-day services, CSB has adopted the following selection criteria presented in order of priority, which also meets the regulations of our partner, the State Department of Education, with one exception as noted below\*:

<b>INFANTS &amp; TODDLERS (Aged 0-3, including pregnant women)</b>	<b>PRE-SCHOOL (Aged 3-5)</b>
<ol style="list-style-type: none"> <li>1. Transfers of children currently enrolled in Early Head Start and California Childcare and Development programs</li> <li>2. CPS, Foster Child♦ &amp; Child At Risk</li> <li>3. Eligible infant/toddler with disabilities (IEP or IFSP)</li> <li>4. Sibling of a child already enrolled in the program</li> <li>5. Current TANF Recipient♦ or within 24 months</li> <li>6. Eligible infant/toddler who is homeless♦</li> <li>7. Lowest income infant/toddler</li> </ol> <p><b>*Exception</b></p> <p><b>Contra Costa College:</b></p> <p>On October 3, 2008, the California Department of Education granted CSB an enrollment waiver to give first priority to children of college students at our Contra Costa College Children’s Center.</p>	<ol style="list-style-type: none"> <li>1. Transfers of children currently enrolled in Head Start and California Childcare and Development programs</li> <li>2. CPS, Foster Child♦, &amp; Child At Risk</li> <li>3. Eligible 4 yr old with disabilities (IEP or IFSP)</li> <li>4. Sibling of a child already enrolled in the program</li> <li>5. Eligible 4 yr old with special circumstances               <ul style="list-style-type: none"> <li>▪ Families experiencing domestic violence</li> <li>▪ Limited English</li> <li>▪ Families Needing Full Day services</li> <li>▪ Currently Homeless♦ or Homeless within the last 18 months</li> <li>▪ Current TANF♦ recipient or within the last 24 months</li> <li>▪ Health Impairments</li> <li>▪ Teen Parents</li> <li>▪ Grandparent caregivers</li> <li>▪ Children with current or former incarcerated parent(s)</li> </ul> </li> <li>6. Lowest income 4 yr old</li> <li>7. Eligible 3 yr olds disabilities (IEP or IFSP)</li> <li>8. Eligible 3 yr old with special circumstances               <ul style="list-style-type: none"> <li>▪ Families experiencing domestic violence</li> <li>▪ Limited English</li> <li>▪ Families Needing Full Day services</li> <li>▪ Currently Homeless♦ or Homeless within the last 18 months</li> <li>▪ Current TANF♦ recipient or within the last 24 months</li> <li>▪ Health Impairments</li> <li>▪ Teen Parents</li> <li>▪ Grandparent caregivers</li> <li>▪ Children with current or former incarcerated parent(s)</li> </ul> </li> <li>9. Lowest income 3 yr old</li> </ol>

♦ Denotes categorical eligibility as per Head Start Performance Standard 1302.14 (b), at least 10 percent of the enrollment will be made available to children who meet the definition for children with disabilities. Children enrolled in the EHS-CCP and EHS-CCP2 program must be receiving child care subsidies at time of enrollment, as required for the Early Head Start- Child Care Partnership (EHS-CCP) and Early Head Start-Child Care Partnership 2 (EHS-CCP2) grant. CSB 603 – 2019-2020 Admissions Priorities / Selection Criteria, approved by Policy Council on 02/20/2019 and approved by Board of Supervisors on XX/XX/XXXX

## 2019-2020 Head Start/Early Head Start/Early Education and Support Programs Recruitment and Enrollment Plan

Contra Costa County Employment and Human Services Department - Community Services Bureau

DESIRED OUTCOME: To inform the public about services available through the Contra Costa County Community Services Bureau, particularly those populations identified in our Community Assessment, and to recruit and enroll eligible children and their families into the Head Start, Early Head Start and Early Education and Support Programs.

Goal #1: To recruit eligible pregnant women, infants, toddlers, and children.

Goal #2: To recruit children with disabilities.

Goal #3: To recruit special populations as per our community assessment and selection criteria: CPS/At-Risk, Domestic Violence, Limited English, Need for Full Day Care, Homeless, TANF/CalWORKS Recipient, Children with Health Impairments, Teen Parents, Grandparent Caregivers, and children of currently or formerly incarcerated parents.

ACTIVITIES	PERSON (S) RESPONSIBLE	TIMELINE	LOCATION	INFORMATION TO INCLUDE	DISTRIBUTION
Mobilize Parents – Word of Mouth, is our best strategy. Make sure a supply of flyers is available for parents to take and give out.	Comprehensive Services, Site Supervisors, Parent/ Family, Community Engagement Officer, and ERSEA Manager	March 2019	Policy Council, Parent Meetings, Family Newsletter, Tables in entryways.	Reproducible Flyers and Pre-App Screening Forms. Contest – parent with most screening forms wins prize.	All CSB and Delegate and Partner sites.
Pamphlets/flyers distributed: a) General info on CSB services b) Enrollment flyers c) Home-based services	Teachers, Site Supervisors, Comprehensive Services Staff, Home Educators	Ongoing	Laundromats WIC offices Grocery Stores Classrooms Elementary Schools Clinics Community-Based Organizations County Agencies Local churches Education Offices Libraries Hospitals Community Events/Flea Markets Check Cashing Agencies High Schools One-Stop Locations Housing site offices ( <i>including- 9 housing sites in San Ramon</i> ) Homeless Programs Community Centers (Richmond, San Pablo, Oakley, Willow Pass) Parks & Rec centers (Ambrose) LiHEAP office Stage 2 & Alternative Payment Plans Family Entertainment Centers (Roller Rinks) Community Colleges First Five	Pictures Short paragraph describing program options Who is eligible Explanation of services available List Health, Nutrition, Education, Family Services, Family Wellness, Parent Engagement, Disabilities Services Home base Contact numbers and/or persons	HEAP mailings Food Stamp Offices Parent Meetings Doctors' Offices EHSD Child Care Offices Volunteer Bureaus One-Stop Centers Parents Farmers Markets (Richmond Main Street, San Pablo, Concord) <i>*See "Location" section for additional distribution information</i>

**2019-2020 Head Start/Early Head Start/Early Education and Support Programs Recruitment and Enrollment Plan**  
 Contra Costa County Employment and Human Services Department - Community Services Bureau

ACTIVITIES	PERSON (S) RESPONSIBLE	TIMELINE	LOCATION	INFORMATION TO INCLUDE	DISTRIBUTION
Family Newsletter	Comprehensive Services, Site Supervisors	Quarterly	Distribute to all parents / partners	Who is eligible? Who to Contact? Program Activities Events, Educational opportunities	Early Intervention Programs Community Partners Elementary Schools in the District
Contact Agencies Serving Children	ERSEA Manager, Comprehensive Services Managers	Spring and Fall and as needed	WIC offices SELPAs Child Care Centers School Districts Private Providers Community-Based Organizations Community Recreation Sites PTAs Human Service Department Partner Sites Family Child Care Networks Resource and Referral Agencies Stage 2 & Alternative Payment Plans First Five Offices & Centers Homeless Shelter OB/GYN Offices LiHEAP office Agencies serving children with special needs	Initial letter containing description of Head Start and Agency services and program options Personal visit to discuss coordination services, share program and curriculum information, plan referrals.	Community
Coordinate Transition Activities with Elementary Schools	MH/Disabilities Manager; Site Supervisors Education Managers	Spring/ Summer and throughout the year as needed	Childcare Centers Elementary Schools Other agencies for intake for special needs children High School/IT	Any pertinent information on child, - authorized by parent	Elementary School staff meetings & parent meetings; Site based staff meetings/ parent meetings; Policy Council Meetings
Speak at local organizations	Directors, Assistant Directors, Comprehensive Services Mgrs., Male Involvement Coordinator	Ongoing	Union Meetings Faith Based Organizations SHARE County Malls Fairs Clubs Community Events Other Government Agencies Non-Profit Agencies Businesses, Corporations and Foundations	Make Head Start staff or Policy Council rep. available Describe advantageous services Distribute pamphlets List of centers with contact information Set up information table with posters and pictures Application packages	Civic Organizations PTA meetings Church groups Community events

**2019-2020 Head Start/Early Head Start/Early Education and Support Programs Recruitment and Enrollment Plan**  
 Contra Costa County Employment and Human Services Department - Community Services Bureau

<b>ACTIVITIES</b>	<b>PERSON (S) RESPONSIBLE</b>	<b>TIMELINE</b>	<b>LOCATION</b>	<b>INFORMATION TO INCLUDE</b>	<b>DISTRIBUTION</b>
"Staff Walks around the Community"	Site Supervisors, Comprehensive Services Staff	May – August and as needed	Neighborhoods Other Agencies	Brief description of services Magnets or other marketing aids with contact info Flyers	Community
Any opportunity for free ads in local media, including social media	Assistant Directors; Analysts, Social Media Team	Spring-Fall	Local newspaper agencies, Penny Saver, Grapevine, Radio, Public Access TV, agency presence on Facebook and Twitter, etc.	Short information on program, in English and Spanish Contact information (Recruitment hotline)	Newspapers and on line.
Community Events	ALL STAFF	Ongoing	Contra Costa County	Information on employment for teachers Informational Flyers Magnets, etc. with brief information	Community
Maintain supply of free Head Start pamphlets (order from ACF)	Site Supervisors, Managers for HB and Partners Comp. Services Asst. Managers	Ongoing	All CSB Centers All Partner/Delegate centers One Stop Career Centers Human Services Department SS of WIC SparkPoint Family Justice Center LiHEAP office	Description of Head Start program and sample activities, with contact information.	Community
Implement streamlined referral processes per MOUs	ERSEA Manager	Ongoing	CFS BBK RCEB Health Services CalWorks	Protocol and Procures Forms Tracking of special referrals	Organizations noted in "Location" section.
Recruitment through partnerships	ERSEA Manager, Comprehensive Services Managers, Partner Unit	Ongoing	CSB's Head Start and State child development partner agencies	Information of CSB's HS services including different program models to meet client needs. Site location and contact list. Transfer coordination.	Childcare and development partnerships



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: April 9, 2019

Subject: Tolling Agreement with CCATT LLC ("Crown")

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute, on behalf of the County, a tolling agreement with CCATT, LCC, to extend, to April 21, 2019, the time to act on a conditional land use permit application for a facility located at 4068 San Pablo Dam Road, in the El Sobrante area of the County.

AUTHORIZE the Director of Conservation and Development, or designee, to execute extensions of the tolling agreement.

**FISCAL IMPACT:**

The applicant is responsible for all related costs.

**BACKGROUND:**

CCATT LLC ("Crown") has filed an application for a land use permit located at 4068 San Pablo Dam Road, in the El Sobrante area (LP18-2018). This application was filed on June 15, 2018.

Under a ruling of the Federal Communication ("FCC"), a wireless service provider whose land use application has been pending for a period of 150 days, is authorized to seek judicial review within 30 days on the basis that a state or local permitting authority did not act on the application within a "reasonable

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Grant Farrington (925)  
674-7797

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

By: , Deputy

cc:

### BACKGROUND: (CONT'D)

time". (In Re: Petition for Declaratory Ruling to Clarify Provisions of Section 332(c)(7)(B) to ensure Timely Siting Review, Etc., FCC 09-99 (FCC November 18, 2009) (the "2009 Ruling", 45). A more recent FCC ruling prescribes shorter periods for small wireless facilities. (In the Matter of Acceleration Broadband Deployment by Removing Barriers to Infrastructure Investment, FCC 18-33 (FCC September 27, 2018) (The "2018 Ruling"). The two FCC Rulings also allows the period for a local jurisdiction's review of an application to be extended by mutual consent of the applicant and the jurisdiction. (2009 Ruling, 49; 2018 Ruling 75-76).

The proposed tolling agreement would extend, through April 21, 2019, the time for the County Planning Commission to act on this application. The proposed tolling agreement would also prohibit Crown from seeking a court order before April 21, 2019, that would direct the County to act on the application. The proposed tolling agreement also would toll the time for Crown to file a lawsuit alleging a violation of the Permit Streamlining Act.

This Board Order also authorizes the Director of Conservation and Development, or designee, to execute extensions of the above time period if necessary.

### CONSEQUENCE OF NEGATIVE ACTION:

If the tolling agreement is not approved, the FCC "shot clock" requirements would require the County to act on the application within the time prescribed by the FCC.

### ATTACHMENTS

Tolling Agreement

## TOLLING AGREEMENT

This Tolling Agreement ("Agreement"), dated as of March 11, 2019, is made and entered into by and between CCATT LLC ("Crown") and the County of Contra Costa ("County").

### RECITALS

- A. On June 15, 2018, Crown filed an application with the County for the renewal of a conditional use permit related to wireless telecommunications facilities located at 4068 San Pablo Dam Rd., El Sobrante CA 94803 (LP18-2018) (the "Application"). The County has determined that the Application is complete.
- B. On November 18, 2009, the Federal Communications Commission (the "FCC") released a Declaratory Ruling clarifying Section 332(c)(7) of the Communications Act. *See In Re: Petition for Declaratory Ruling to Clarify Provisions of Section 332(c)(7)(B) to Ensure Timely Siting Review, Etc.*, FCC 09-99 (FCC November 18, 2009) (the "Ruling"). The Ruling permits a wireless service provider whose application has been pending for a period of 90 days for collocation applications, and 150 days for all other applications, to seek judicial review within 30 days on the basis that a state or local permitting authority failed to act on the application within "a reasonable time." Ruling, ¶ 45. The Ruling further permits the period for review of an application to be extended by mutual consent. Ruling, ¶ 49.
- C. In order to allow the County to act on the Application in an orderly manner, without either party risking the loss of important rights, the parties wish to enter into a tolling agreement.

NOW, THEREFORE, the parties agree as follows:

1. The parties agree that the time period within which the Zoning Administrator may act on the Application, and within which the Planning Commission may act on any appeal of the Application, under both California and federal law, shall be extended through April 21, 2019, and that no limitations period under California or federal law for any claim by Crown of unreasonable or unlawful delay in processing the Applications shall commence to run before April 21, 2019.
2. If the Zoning Administrator has not acted on the Application, and if the Planning Commission has not acted on any appeal of the Zoning Administrator's determinations, by April 21, 2019, this Agreement shall not be construed as an admission by the County that such failure to act is unreasonable or unlawful, nor shall it be construed to waive or otherwise impair the rights of Crown with respect to any such claim. In addition, this Agreement shall not be construed to waive any claims by the County Tolling Agreement.



regarding the validity or applicability of the requirements and deadlines established in the Ruling.

3. This Agreement shall not toll any time frame or waive any rights for any other application than the Application.

4. This Agreement may be executed in counterparts and facsimile, each of which shall be deemed an original. The individuals whose signatures appear below on behalf of each party are authorized to execute this Agreement on behalf of the respective parties, and to bind them to the terms thereof.

**COUNTY OF CONTRA COSTA**

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**CCATT LLC**

By: Sabrina Hunter

Printed name: Sabinnathunter

Title: District Manager



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 9, 2019

Subject: Request for Relief of Cash Shortage

---

**RECOMMENDATION(S):**

AUTHORIZE relief of cash shortage in the Health Services - Conservatorship/Guardianship Program in the amount of \$656.73.

**FISCAL IMPACT:**

Cash shortage in the amount of \$656.73 will be funded with 100% General Fund.

**BACKGROUND:**

In accordance with provisions of Administrative Bulletin 207.7, the Auditor-Controller has verified and concurs with the report of a cash shortage in the amount of \$656.73 in the Health Services - Conservatorship/Guardianship Program.

The shortage occurred in 2010 resulting from a W9 with information that conflicted with IRS files and triggered an incorrect withholding against the Conservatorship pooled client fiduciary account. Many attempts have been made to correct this but, due to the improbability of successful recovery of the balance from the IRS, the department is requesting a relief of cash shortage.

**CONSEQUENCE OF NEGATIVE ACTION:**

The shortage will not be relieved, cash will not be in balance.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Laura Strobel (925)  
335-1091

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

By: , Deputy

cc:

ATTACHMENTS

Report of  
Shortage

Office of the Auditor-Controller  
Contra Costa County

Robert R. Campbell  
Auditor-Controller



Harjit S. Nahal  
Assistant Auditor-Controller

625 Court Street  
Martinez, California 94553-1282  
Phone (925) 335-8600  
Fax (925) 646-2649

March 14, 2019

TO: David Twa, County Administrator

FROM: Robert R. Campbell, Auditor-Controller

By: Joanne Bohren, CPA, Auditor-Controller Division Manager 

SUBJECT: Department of Health Services-Conservatorship/Guardianship Program Report of  
\$656.73 Shortage

---

In accordance with Administrative Bulletin 207.7, Section VI.C *Relief of Shortages and Account Collections – For Shortages Greater than \$250*, the attached copy of the subject report is being forwarded for your review and presentation to the Board of Supervisors for action.

The Office of the Auditor-Controller has verified and concurs with the contents of the report. Upon the Board's approval, the requested relief shall be authorized.

RRC/sb

Cc: Rita M. Matli, MPA, Properties Trust Officer  
Bud DeCesare, Director of Fiscal Compliance



CONTRA COSTA  
BEHAVIORAL HEALTH

CONSERVATORSHIP/  
GUARDIANSHIP PROGRAM

P.O. Box 8  
Martinez, CA 94553-0180

Ph (925) 335-3900  
Fax (925) 335-3928

March 6, 2019

Robert Campbell  
County Auditor-Controller  
625 Court St. Finance Bldg.  
Martinez, CA 94553

\*\*\*VIA HAND DELIVERY\*\*\*

Re: Administrative Bulletin 207.7 Relief of Shortages  
Unrecoverable IRS Backup Withholding in Error

To the Auditor-Controller:

This request is for a relief of shortage in the amount of **\$656.73** that began in 2010 with a W9 form sent for the Conservatorship Citibank CD Account #60000068076 that had address information different from an existing W9 IRS had on file. This triggered incorrect backup withholding against this Conservatorship pooled client fiduciary account which, under the County's tax ID number 94-6000509, is exempt from withholding.

Various staff from the Auditor-Controller's Office assisted over several years before the W9 issue appeared resolved as to format but the backup withholding continued. From the period 2010 to 2016 various (at least 6 due to high turnover) Citibank Branch Managers worked with their back office and IRS representatives trying to recoup the incorrect withholding from the CD account. We keep a reconciliation for the account in order to carry this discrepancy and still document client funds on deposit with the correct balance and interest due them.

In early 2016 we closed the Citibank CD Account and moved the funds to a Money Market Account and the incorrect withholdings stopped. The amount incorrectly withheld has remained the same since then with the exception of a small service charge. On 10/6/16 Citibank informed us that according to IRS they could no longer attempt recovery due to the time passed, provided their journal entries as documentation, and indicated we would need to take our case to the IRS directly at the Walnut Creek Office to attempt recovery of the balance.

To this date, we have not made an attempt to bring this issue to IRS directly, partly because we have been very busy, and also due to the improbability of successful recovery. In addition, we have been hesitant, based on 8 years of trying to resolve this, to start all over again and open a claim using the County's Tax Id number, considering that we are a small part of the County and the amount of shortage relatively small. For this reason we are finally asking for "relief of cash shortage" for this **\$656.73** for which documentation is attached showing **\$655.98 WH** and **\$.75 un-refunded service charge**. I am providing targeted documentation but there is far more documentation in the form of emails and ledgers over the years if needed.

By my signature I verify, under penalty of perjury, that there is no fraud or gross negligence involved. Please let me know if there is anything else you need to effect this reimbursement.

Sincerely,

Rita M. Matli, MPA, Properties Trust Officer  
(925)335-3921 fx (925)335-3928  
[rita.matli@cchealth.org](mailto:rita.matli@cchealth.org)





**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 9, 2019

Subject: Request for Relief of Cash Shortage

---

**RECOMMENDATION(S):**

AUTHORIZE relief of cash shortage in the Health Services - Public Health Division in the amount of \$348.67.

**FISCAL IMPACT:**

Cash shortage in the amount of \$348.67 will be funded with 100% General Fund.

**BACKGROUND:**

In accordance with provisions of Administrative Bulletin 207.7, the Auditor-Controller has verified and concurs with the report of a cash shortage in the amount of \$348.67 in the Health Services - Public Health Division.

The shortage resulted from the theft of Target gift cards totaling \$348.67 between 1/29/17 - 2/18/17 on the part of a temporary employee hired to support the Tobacco Prevention Program. The Department investigated the incident, cataloged and reported lost assets and filed a report with the Martinez Police Department. Additionally, the Department has worked to strengthen existing controls and protocols for gift cards, including a separation of duties and the development of more stringent tracking mechanisms.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Laura Strobel (925)  
335-1091

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The shortage will not be relieved, cash will not be in balance.

ATTACHMENTS

Report of Shortage



Office of the Auditor-Controller  
Contra Costa County

**Robert R. Campbell**  
Auditor-Controller



**Harjit S. Nahal**  
Assistant Auditor-Controller

625 Court Street  
Martinez, California 94553-1282  
Phone (925) 335-8600  
Fax (925) 646-2649

March 14, 2019

TO: David Twa, County Administrator

FROM: Robert R. Campbell, Auditor-Controller  
By: Joanne Bohren, CPA, Auditor-Controller Division Manager

A handwritten signature in blue ink, appearing to be "Joanne Bohren", is written over the name in the "FROM" field.

SUBJECT: Department of Health Services-Pubic Health Division Report of \$348.67 Shortage

---

In accordance with Administrative Bulletin 207.7, Section VI.C *Relief of Shortages and Account Collections – For Shortages Greater than \$250*, the attached copy of the subject report is being forwarded for your review and presentation to the Board of Supervisors for action.

The Office of the Auditor-Controller has verified and concurs with the contents of the report. Upon the Board's approval, the requested relief shall be authorized.

RRC/sb

Cc: Bud DeCesare, Director of Fiscal Compliance



Anna Roth, MA, MPH  
Health Services Director

Dan Peddycord, RN, MPA/HA  
Director of Public Health



CONTRA COSTA  
PUBLIC HEALTH

597 Center Avenue, Suite 200  
Martinez, California 94553  
Ph 925-313-6712  
Fax 925-313-6721  
DANIEL.PEDDYCORD@HSD.CCCOUNTY.US

July 25, 2018

**Re: CW&PP Gift Card Theft: Relief of Shortage Request**

To: Robert R. Campbell, Auditor Controller  
Attn: Sandra Bewley, Acting Accounting Supervisor ✓

From: Cedrita Claiborne, CW&PP Director

In a memorandum dated July, 3, 2018, Joshua Sullivan, the Director of Administrative and Support Services, for the Contra Costa Public Health Division provided a detailed summary of the actions taken after the discovery of the loss of county assets not caused by gross negligence, but through the theft of Target gift cards by a worker employed through a temp agency - Apple One.

As a follow up to the July 3<sup>rd</sup> memo, which was submitted along with duplicate copies of the materials that were compiled and delivered to the District Attorney's office, as well as a copy of the report that was filed with the Martinez Police Department, this memorandum serves as a request to County Auditor-Controller for a relief of shortage, without the replenishment, of the 36 Target gift cards stolen in the amount totaling \$348.67.

**Incident Background**

In November 2016 a temporary employee was hired through an outside agency to support the Tobacco Prevention Program (TPP) in the absence of the Senior Level Clerk who was on medical leave. The Target gift cards were secured in a locked cabinet, per the protocol set in place by the program. The temporary employee had access to the gift cards as it correlated to her role of supporting the TPP.

The incidences of theft took place between 1/29/17-2/18/17. The theft was discovered in March 2017 after the temporary employee's employment ended with the project. It was at this time that TPP staff found that Target gift cards that had been issued to them by the Senior Clerk to purchase items for the program had a \$0 balance, although there had been no documentation supporting authorization of their usage.

**Program Response**

Immediately after the above incident, the Senior Clerk and TPP staff conducted an audit of the gift cards and found that additional Target gift cards that hadn't been authorized for use had \$0 balance. From March 2017 to May 2017 the Senior Clerk and TPP staff also worked with the Target Corporation to confirm that the cards had been used, ascertain what was purchased, and identify the store locations for the purchases.

In response to the discovery, Public Health investigated the incident, cataloged and reported lost assets, and TTP staff and the Community Wellness & Prevention Program (CW&PP) Director filed a report with the Martinez Police Department (MPD) on May 23, 2017. The MPD investigation yielded a confession of the theft by the temporary employee. In addition, it is our understanding that the individual offered to make restitution for the theft. Public Health Finance was informed of the conclusion of the MPD investigation. Additionally, the Senior Clerk, TPP staff, and the CW&PP finance team worked with Public Health Finance to strengthen existing controls and protocols for the gift cards, which included a separation of duties, and the development of more stringent tracking mechanisms.

AUDITOR-CONTROLLER  
2018 OCT 18 PM 3:46





Public Health worked with Finance, Risk Management and County Counsel to explore the means by which restitution could be obtained from the individual responsible for the theft. The report from the MPD was ultimately presented to the Contra Costa Legal Counsel and District Attorney's office for review of a criminal complaint.

Additionally, CCHS Personnel contacted the agency that hired the temporary employee and informed them of the employee's actions. CCHS Personnel also noted in its files that this employee is ineligible for future employment in the county system as a result of their conduct.

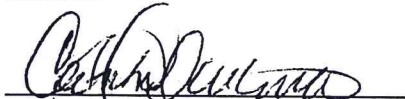
To date, Public Health's interest in recovery of lost funds remains unsatisfied, despite the individual offering to repay the funds. Public Health had consulted with Contra Costa County Risk Management, CCHS Personnel and County Counsel, about the request for restitution, and each indicated that their departments were not in a position to pursue restitution. Public Health also inquired with MPD who indicated that it was inappropriate to pursue this course of action during the investigation. Public Health continues to be interested in restitution, but is unaware of any mechanisms that have been put in place to secure the repayment. Therefore, Public Health requests that the Auditor's Office draft a protocol, or offer written guidance for reclaiming restitution in the event that such an incident occurs again.


### Addendum

On Monday, September 17, 2018 the Public Health Administrator met with the DA who has been assigned to review the case. This meeting yielded the additional information outlined below:

- ◆ The review of the Martinez Police Department's Request for Prosecution was completed in June of 2018 with a NCF (No Charges Filed) determination. Although the documents prepared and delivered to the DA's office by Public Health in March of 2017 proved to be valuable, a request for prosecution must come directly from an investigating entity, which in this case is the Martinez Police Department.
- ◆ It was the perspective of the DA that not accepting a civil remedy to date is appropriate as accepting civil restitution can impeded pending criminal investigations. Additionally, the DA is requesting that no action be taken at this time; the DA would like to revisit the case notes and consider reopening the case for potential criminal charges as the stolen funds originated from grants from other governmental agencies.
- ◆ Should the conclusion of the criminal investigation result in a final NCF, the DA has informed Public Health that a civil remedy can be pursued, and that Public Health should encourage County Counsel to contact the DA who is willing to provide recommendations for restitution.

This incident occurred during the tenure of the former CW&PP Director, Tracey Rattray and TPP Manager, Denice Dennis, both of whom are no longer employed by Contra Costa Health Services. Both the former CW&PP Director and TPP Manager were interviewed by MPD and provided the information for the report compiled by the MPD. As the current CW&PP Director my involvement with this matter has primarily been subsequent to the event itself, compiled reports, and MPD interviews. I verify, under penalty of perjury, that the statements are true to the best of my recollection, based on the facts that have been presented to me and the reports and documentation that I have been privy to related to the incident.

  
Cedrita Claiborne, CW&PP Director

  
Daniel Peddycord, Public Health Director, Department Head





Contra  
Costa  
County

To: Board of Supervisors  
From: Russell Watts, Treasurer-Tax Collector  
Date: April 9, 2019

Subject: AUTHORIZE the Treasurer/Tax Collector, or designee, to enter into contract with the Employment Development Department (EDD)

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Treasurer/Tax Collector, or designee, to execute a contract with the State of California Employment Development Department (EDD) in an amount not to exceed \$4,412.04, including modified indemnification, to obtain wage and employment information for use in the pursuit and collection of delinquent unsecured property taxes through the wage garnishment process for the period of April 1, 2019 through March 31, 2122.

**FISCAL IMPACT:**

100% General Fund

**BACKGROUND:**

The Treasurer-Tax Collector's Office is charged with the timely collection of property tax revenue. Unfortunately, not all taxpayers cooperate in paying their taxes on time or at all. Some of these delinquent taxpayers may have since moved to other parts of the State. The process of garnishing wages may allow the Office to collect from such persons. The EDD will facilitate the use of this process by providing the latest employment information.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Treasurer-Tax Collector Office may not be as successful in collecting property tax revenue through the wage garnishment process if employment information is not available or up-to-date.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Brice Bins, (925)  
957-2848

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: April 9, 2019

Subject: Disposal of Surplus Property

---

**RECOMMENDATION(S):**

DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Section 1108-2.212 of the County Ordinance Code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is either obsolete, worn out, beyond economical repair, or damaged beyond repair.

**CONSEQUENCE OF NEGATIVE ACTION:**

Public Works would not be able to dispose of surplus vehicles and equipment.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Nida Rivera, (925)  
313-2124

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

By: , Deputy

cc:

ATTACHMENTS

Surplus Vehicle Equipment

**ATTACHMENT TO BOARD ORDER APRIL 9, 2019**

Department	Description/Unit/Make/Model	Serial No.	Condition A. Obsolete B. Worn Out C. Beyond economical repair D. Damaged beyond repair
CONSERVATION & DEVELOPMENT	2005 HONDA CIVIC HYBRID #0262 (81424 MILES)	JHMES96605S013518	B. WORN OUT
PUBLIC WORKS	1999 DOT-SIGN DH1000SLD #9146 (MILES)	1A9H1210XXM157309	B. WORN OUT
HEALTH SERVICES	2008 CHEVY UPLANDER VAN #4006 (106080 MILES)	1GNDV23W78D130254	B. WORN OUT
EHS/COMM SERVICES	2002 FORD TAURUS SEDAN #0320 (66418 MILES)	1FAFP52U82A151111	B. WORN OUT
SHERIFF	1997 FORD CROWN VICTORIA #2734 (MILES)	2FALP71W2VX211512	B. WORN OUT
PUBLIC WORKS	2014 FORD F-450 DUMP TRUCK #5659 (75288 MILES)	1FD0W4GY1EEB02771	C. BEYOND ECONOMICAL REPAIR
SHERIFF	2010 FORD ESCAPE HYBRID #3715 (105653 MILES)	1FMCU5K34AKB41970	B. WORN OUT
SHERIFF	2010 FORD F-650 TRUCK #6613 (208869 MILES)	3FRNX6FD9AV254333	B. WORN OUT
EHS/COMM SERVICES	1993 FORD E-350 PASS. VAN #4422 (85136 MILES)	1FBHE31H8PHB81584	B. WORN OUT
ANIMAL SERVICES	2008 FORD F-250 ANIMAL BOX TK. #5476 (152000 MILES)	1FDSX20R58EE41809	B. WORN OUT
PUBLIC WORKS	2003 FORD F-250 TRUCK #6155 (126344 MILES)	3FTNX21523MB33857	B. WORN OUT
EHS/COMM SERVICES	2000 CHEVY MALIBU SEDAN #0428 (67917 MILES)	1G1ND52J9Y6251291	B. WORN OUT
PUBLIC WORKS	2007 FORD ESCAPE HYBRID #3683 (90729 MILES)	1FMYU59H67KC05264	B. WORN OUT
SHERIFF	2010 FORD CROWN VICTORIA #1957 (84333 MILES)	2FAFP7BV4AX126652	B. WORN OUT
PUBLIC WORKS	1990 UTILITY TOILET #8504 (MILES)	1M9K17107LA069065	B. WORN OUT
SHERIFF	2000 CHEVY MALIBU SEDAN #0416 (84090 MILES)	1G1ND52J8Y6226866	B. WORN OUT
SHERIFF	1998 FORD TAURUS SEDAN #0500 (83171 MILES)	1FAFP52U0WG154569	B. WORN OUT
DISTRICT ATTORNEY	2012 TOYOTA CAMRY HYBRID #1253 (175369 MILES)	4T1BD1FK6CU055797	B. WORN OUT



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 9, 2019

Subject: California Department of Food and Agriculture, Senior Farmer's Market Nutrition Program

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to enter an agreement with the California Department of Food and Agriculture (CDFA) to accept coupons with a total cash value of \$25,000 for the Senior Farmer's Market Nutrition Program for the period April 1, 2019 through November 30, 2019.

**FISCAL IMPACT:**

There is no fiscal Impact. There is no transfer of funds between the County and CDFA. The State funds these coupons directly, and the County distributes them.

**BACKGROUND:**

The California Department of Food and Agriculture, Senior Farmer's Market Nutrition Program (SFMNP) provides California low-income seniors with coupons (aka check booklets) that can be used to purchase fresh, nutritious fruits and vegetables, honey and herbs from authorized, certified Farmers' Markets.

Employment and Human Services (EHSD), Area

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Elaine Burres,  
608-4960

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

Agency on Agency (AAA), will identify and certify participants eligibility, and control the receipt and security of the SFMNP checks booklets/coupons, and distribute the SFMNP coupons/ check booklets to eligible participants. In addition, EHSD AAA will advise participants of their rights and responsibilities under the SFMNP, and provide participants nutrition education material on the use and handling of produce.

CONSEQUENCE OF NEGATIVE ACTION:

Without the CDFA coupons, EHSD customers could not participate in the Senior Farmers' Market Nutrition Program, which enables seniors to exchange non-cash coupons for nutritious food goods from participating vendors at the Farmer's Market.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 9, 2019

Subject: Approve and Authorize the destruction of certain records maintained by the County Administrator

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the destruction of certain records maintained by the County Administrator, as recommended by the County Administrator.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

To efficiently manage the volume of records generated and received, the County Administrator must dispose of unnecessary records and documents that have no apparent historical significance or further administrative value, are not required to be maintained by state or federal law, and are no longer necessary for their purposes pursuant to Government Code section 26202. Government Code section 26202 allows the Board of Supervisors to authorize the destruction of any record more than two years old without being photographed microfilmed or otherwise reproduced if it is not required by state statute or county charter to be prepared or received, or if it is prepared or received pursuant to state statute or county charter but it is not expressly required by law to be filed or preserved.

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Laura Strobel (925)  
335-1091

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

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would decrease the County Administrator's ability to efficiently manage the volume of records continuously generated and received.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Agreement #29-790-1 from NEC Networks, LLC, dba Capture RX

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #29-790-1 with NEC Networks, LLC, dba Capture RX, a limited liability company, to provide reporting and identification of pharmacy claims eligible for drugs covered under the 340B Drug Discount Program for the period from July 1, 2019 through June 30, 2021.

**FISCAL IMPACT:**

This is a non-financial agreement.

**BACKGROUND:**

Under the Public Health Service Act, Section 340B, the County is required to enroll in the 340B Drug Discount Program to enhance the access of eligible patient enrollees to necessary drugs while managing pharmacy costs of covered drugs. The Contra Costa Health Plan (CCHP) desires to partner with the Contractor to enhance reporting and identification of CCHP enrollees who are eligible for drug discounts under the 340B Drug Discount Program.

On August 8, 2017, the Board of Supervisors approved Agreement #29-790, for the Contractor to act as an intermediary between the County and the State Department

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Sharron Mackey,  
925-313-6004

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

of Health Care Services to perform data analysis and identification of pharmacy claims eligible for under the 340B Drug Discount Program, through June 30, 2019.

Approval of Contract #29-790-1 will allow the Contractor to continue to provide services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not receive additional pharmacy discounts under the 340B Drug Discount Program.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services  
Date: April 9, 2019

Subject: Economic Opportunity Council Advisory Board 2018 Annual Report

---

**RECOMMENDATION(S):**

ACCEPT the 2018 Annual Report from the Economic Opportunity Council Advisory Board for the period January 1, 2018 through December 31, 2018, as recommended by the Employment and Human Services Department Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

On June 18, 2002, the Contra Costa County Board of Supervisors adopted Resolution No, 2002/377, requiring each regular and ongoing board, commission and/or committee annually report to the Board of Supervisors on the activities, accomplishments, membership attendance, required training and certification programs, and proposed work plan/objectives for the following year. The attached report fulfills that requirement for the Economic Opportunity Council (EOC) Advisory Board. The report was approved by the EOC at a regular business meeting on March 14, 2019.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Economic Opportunity Council Advisory Board would be out of compliance.

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: CSB (925)  
681-6308

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

By: , Deputy

cc: Nancy Sparks, Christina Reich

ATTACHMENTS

2018 EOC report



## ADVISORY BODY ANNUAL REPORT

Advisory Body Name: \_\_\_\_\_  
Advisory Body Meeting Time/Location: \_\_\_\_\_  
Chair (during the reporting period): \_\_\_\_\_  
Staff Person (during the reporting period): \_\_\_\_\_  
Reporting Period: \_\_\_\_\_

### I. Activities

(estimated response length: 1/2 page)

*Describe the activities for the past year including areas of study, work, special events, collaborations, etc.*

### II. Accomplishments

(estimated response length: 1/2 page)

*Describe the accomplishments for the past year, particularly in reference to your work plan and objectives.*



III. Attendance/Representation

(estimated response length: 1/4 page)

*Describe your membership in terms of seat vacancies, diversity, level of participation, and frequency of achieving a quorum at meetings.*

IV. Training/Certification

(estimated response length: 1/4 page)

*Describe any training that was provided or conducted, and any certifications received, either as a requirement or done on an elective basis by members. NOTE: Please forward copies of any training certifications to the Clerk of the Board.*

V. Proposed Work Plan/Objectives for Next Year

(estimated response length: 1/2 page)

*Describe the advisory body's workplan, including specific objectives to be achieved in the upcoming year.*



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Approve New and Recredentialing Providers in Contra Costa Health Plan's Community Provider Network

---

**RECOMMENDATION(S):**

APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director on February 26, 2019, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisors approval must be contained within each CCHP provider's credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable the Contra Costa Health Plan to comply with this requirement.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Sharron Mackey,  
925-313-6004

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

By: , Deputy

cc: Marcy Wilhelm, Heather Wong

ATTACHMENTS

Attachment

**Contra Costa Health Plan**  
**Provider Approved by Medical Director**  
**February 26, 2019**

<b>CREDENTIALING PROVIDERS FEBRUARY 2019</b>	
<b>Name</b>	<b>Specialty</b>
Alvarez Mendoza, Carmen, MS	Qualified Autism Provider
Amorde, Connie, PA	Mid-Level Urgent Care
Barba, Estefani, M.Ed., RBT	Qualified Autism Provider
Bell, Kamilah, BA	Qualified Autism Professional
Castada, Jo Allan, MS, RBT	Qualified Autism Provider
Clark, Melissa, NP	Mid-Level Nephrology
Clop, Isabel, NP	Mid-Level Family Planning
Coleman, Denicia, MA	Qualified Autism Provider
Crider, Jessica, BCBA	Qualified Autism Provider
Dianat, Shokoufeh, DO	Family Planning
Dillard, Randee, BA	Qualified Autism Professional
DiRocco, Anne, RD	Dietitian
Dobroff, Jasmin, BS, RBT	Qualified Autism Professional
Drake, Miranda, BCBA	Qualified Autism Provider
Evans, Derrick, BA	Qualified Autism Professional
Flanagan-Fisher, Deidra, MA	Qualified Autism Provider
Fochler, Susan, PA	Mid-Level Urgent Care
Gabrielson, Mary, NP	Primary Care Pediatrician
Hansel, Neila, MS	Qualified Autism Provider
Hipple, Erika, BCBA	Qualified Autism Provider
Karlin, Jennifer, MD	Family Planning
Khan, Ghazala, MFT	Mental Health Services
Krager, Edward, MFT	Mental Health Services
Kronenfeld, Stefanie, BCBA	Qualified Autism Provider
McCrory, Devon, BA	Qualified Autism Professional
McKeller, Armand, DNP	Diabetes Education
Merino, Karina, BA, RBT	Qualified Autism Professional
Moreno, Adrianna, BCBA	Qualified Autism Provider
Novak, Forest, BA	Qualified Autism Professional
Pratcher, Katrina, NP	Telemedicine - Mental Health
Ramos, Christina, BCBA	Qualified Autism Provider
Salazar, Amy, BCBA	Qualified Autism Provider
Schmidt, Klaus, OT	Occupational Therapy
Smith, Sheila, LCSW	Mental Health Services
Spielvogel, Brianna, BA, BCaBA	Qualified Autism Professional
Stanley, Darcy, CNM	Midwife
Stanton, Jessica, MD	Primary Care Family Medicine
Stuart, Brianna, RBT	Qualified Autism Paraprofessional
Teves Sierra, Liliana, NP	Primary Care Family Medicine

<b>CREDENTIALING PROVIDERS FEBRUARY 2019</b>	
<b>Name</b>	<b>Specialty</b>
Thapa, Priyanka, NP	Primary Care Internal Medicine
Trujillo. Alejandro, BA	Qualified Autism Professional
Waite, Jordan, BA, RBT	Qualified Autism Professional
Warren, Adam, MD	Orthopaedics/Surgery - Orthopaedic
Woolf, Sara, MD	Primary Care Family Medicine

<b>RE-CREDENTIALING PROVIDERS FEBRUARY 2019</b>	
<b>Name</b>	<b>Specialty</b>
Blaylock, Wei-Shing Cynthia, OD	Optometry
Blohm, Richard, MD	Urgent Care
Botelho, Barbara, MD	Primary Care Pediatrician
Caldeira, Joyce, MFT	Mental Health Services
Callister, Devin, MD	Infectious Disease
Cheung, Ka Ling, MD	Pulmonary Disease
Delaney, Margaret, BCBA	Qualified Autism Provider
Diez Gonzalez, Yarıgnetzilem, OD	Optometry
Duckett, Stacey, DC	Chiropractic Medicine
Duir, Kimberly, MD	Primary Care Family Medicine
Ewing, Elizabeth, NP	Mid-Level Family Planning
Gee, Doris, PA	Primary Care Pediatrician/ Mid-Level Allergy & Immunology
Grasso, Erik, BCBA	Qualified Autism Provider
Harris, Rick, DC	Chiropractic Medicine
Horowitz, Joel, DC	Chiropractic Medicine
Hufbauer, Ellen, MD	Family Planning
Jothi, Sumana, MD	Otolaryngology
Ma, Felicia, PA	Primary Care Family Medicine
MacDannald, Harry, MD	Pulmonary Disease
Maher, Terry, MD	Nephrology
Malik, Bhavna, MD	Infectious Disease
Menashe, Rebecca, CNM	Midwife
Myers, Nancy, LCSW	Mental Health Services
Ramos, Brenda, DC	Chiropractic Medicine
Rhodes, Lexy, BCBA	Qualified Autism Provider
Richardson, Diana, PsyD, LEP, BCBA	Qualified Autism Provider
Rivera-Lopez, Hector, PhD	Mental Health Services
Rutsch, Victoria, MFT	Mental Health Services

<b>RECREREDENTIALING PROVIDERS FEBRUARY 2019</b>	
<b>Name</b>	<b>Specialty</b>
Samaniago, Armand, MD	Urgent Care
Sanchez-Salazar, Javier, OD	Optometry
Shea, Whitney, BCBA	Qualified Autism Provider
Suresh, Sandhya, BCBA	Qualified Autism Provider
Tang, Michele, MD	HIV/AIDS
Tidwell, Brittany, BCBA	Qualified Autism Provider
Tsai, Clark, MD	Ophthalmology
Wilkie, Harold, MD	Urgent Care
Zaka, Jamal, MD	Pulmonary Disease
Zimmerman, Daniel, MD	OB/GYN

<b>RECREREDENTIALING ORGANIZATIONAL PROVIDERS FEBRUARY 2019</b>		
<b>Provider Name</b>	<b>Provide the Following Services</b>	<b>Location</b>
AtHome Healthcare Team, LLC	Home Health	American Canyon
RAI Care Centers of Northern California II, LLC dba: RAI-Telegraph-Peralta	Dialysis	Oakland
Shattuck Health Care Center, Inc dba Elmwood Care Center	Skilled Nursing Facility	Berkeley



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 9, 2019

Subject: REFERRAL TO THE INTERNAL OPERATIONS COMMITTEE FOR EXAMINATION OF PURCHASING AGENT'S AUTHORITY TO ENGAGE INDEPENDENT CONTRACTORS

---

**RECOMMENDATION(S):**

REFER to the Internal Operations Committee a review of the purchasing agent's authority to engage independent contractors, in light of a recent legislative amendment that will permit the County to expand that authority.

**FISCAL IMPACT:**

No fiscal impact. The recommendation calls only for study and recommendation to the Board of Supervisors.

**BACKGROUND:**

California Government Code §25502.5 (attached) was amended by Senate Bill 1498, effective January 1, 2019, to increase the statutory authority of the purchasing agent to enter into service contracts from a limit of \$100,000 to a limit of \$200,000.

The County's ordinance code delegates to the purchasing agent the authority to execute service contracts up to the statutory authority, subject to any regulations the County Administrator might promulgate. County policies currently limit the purchasing agent's authority to enter into services contracts to \$100,000. These policies were last updated following Board action of January 2008.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Julie DiMaggio Enea  
(925) 335-1077

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

The County Administrator is charged with reviewing contracts for operational necessity, policy compliance, and budgetary impact, and verifying that contracts have received the proper legal review by County Counsel. County Counsel reviews contracts as to their legal form and enforceability. Risk Management may also review certain contracts to verify the adequacy of insurance coverage.

Currently, contracts exceeding \$100,000 are submitted to the Board of Supervisors for approval, as well as any contract that deviates significantly from the standard county indemnification or insurance provisions. At each meeting, the Board of Supervisors takes action on an average of 88 Consent Calendar items that require staff preparation, review, approval, distribution and filing. Preparing an item for Board action adds up to three weeks to the processing time for these items. The volume of routine items produces a compendium of documents that must be reviewed by the Board during the 96-hour period between Friday and Tuesday in order to prepare for the Board meeting.

We recommend that the Internal Operations Committee examine and evaluate whether or not it would be beneficial and appropriate to increase, consistent with State statute, the purchasing agent's authority to engage independent contractors from a limit of \$100,000 up to a limit of \$200,000, and report its findings and recommendations to the Board of Supervisors.

## ATTACHMENTS

CA Government Code Section 25502.5



**State of California**

**GOVERNMENT CODE**

**Section 25502.5**

---

25502.5. (a) In counties having a population of 200,000 or more, the board of supervisors may authorize the purchasing agent to engage independent contractors to perform services for the county or county officers, with or without the furnishing of material, when the annual aggregate cost does not exceed two hundred thousand dollars (\$200,000).

(b) The board of supervisors may establish rules and regulations to effectuate the purposes of this section.

(Amended by Stats. 2018, Ch. 467, Sec. 3. (SB 1498) Effective January 1, 2019.)



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Medical Staff Appointments and Reappointments – March 2019

---

**RECOMMENDATION(S):**

APPROVE the medical staff appointments and reappointments, additional privileges, medical staff advancement, and voluntary resignations as recommend by the Medical Staff Executive Committee, at their March 18, 2019 meeting, and by the Health Services Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member will be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the Contra Costa Regional Medical and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with The Joint Commission on Accreditation of Healthcare Organizations.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Japreet Benepal,  
925-370-5101

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

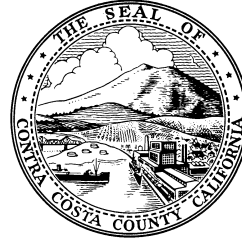
By: , Deputy

cc: Marcy Wilhelm, James Ham



ATTACHMENTS

Attachment



# Contra Costa County

**TO:** BOARD OF SUPERVISORS  
**FROM:** Anna Roth, Health Services Director  
**DATE:** **March 18, 2019**

**SUBJECT:** Medical Staff Appointments and Reappointments – **March 2019**

SPECIFIC REQUEST (S) OR RECOMMENDATION (S) & BACKGROUND AND JUSTIFICATION

**RECOMMENDATION:**

Approve the new medical staff, affiliates and tele-radiologist appointments and reappointments, additional privileges, medical staff advancement, and voluntary resignations as recommend by the Medical Staff Executive Committee, at their **March 18, 2019** meeting, and by the Health Services Director.

**FISCAL IMPACT:**

Not applicable.

**BACKGROUND:**

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member will be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

**CONSEQUENCES OF NEGATIVE ACTION:**

If this action is not approved, the Contra Costa Regional Medical and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with The Joint Commission on Accreditation of Healthcare Organizations.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**ATTACHMENTS**

**March 2018 List**

CONTINUED ON ATTACHMENT: \_\_\_ YES

SIGNATURE: \_\_\_\_\_

\_\_\_\_ RECOMMENDATION OF COUNTY ADMINISTRATOR  
\_\_\_\_ APPROVE

\_\_\_\_ RECOMMENDATION OF BOARD COMMITTEE  
\_\_\_\_ OTHER

SIGNATURE(S): \_\_\_\_\_

ACTION OF BOARD ON \_\_\_\_\_ APPROVE AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

VOTE OF SUPERVISORS

\_\_\_\_ UNANIMOUS (ABSENT \_\_\_\_\_)

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

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 \_\_\_\_\_

DAVID J. TWA, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR

Contact Person: Anna Roth, Health Services Director  
Cc: County Administrator  
County Auditor-Controller  
Health Services Director  
Medical Staff Adm. (S. Salman)  
H. S. Personnel (J. Kirchner)

BY: \_\_\_\_\_, DEPUTY



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Amendment #26-232-6 with UHS Surgical Services, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-232-6 with UHS Surgical Services, Inc, a corporation, effective December 3, 2019, to amend Contract #26-232-4 to recognize the name change of the corporation from UHS Surgical Services, Inc. to Agiliti Health, Inc., with no change in the contract payment limit of \$200,000 or the term of September 1, 2018 through August 31, 2020.

**FISCAL IMPACT:**

Funded 100% by Hospital Enterprise Fund I budget.

**BACKGROUND:**

On September 25, 2018, the Board of Supervisors approved Contract #26-232-4 with UHS Surgical Services, Inc., for the provision preventative maintenance and repair services on various biomedical equipment and Systems at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from September 1, 2018 through August 31, 2020.

Approval of Contract Amendment Agreement #26-232-6 will allow the Contractor to continue to provide services under the new name Agiliti Health, Inc., through August 31, 2020.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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, Contractor's name will not be updated on the current contract.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: 2018 Annual Report for the Emergency Medical Care Committee

---

**RECOMMENDATION(S):**

RECEIVE and APPROVE the 2018 Annual Report by the Contra Costa County Emergency Medical Care Committee (EMCC).

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

On December 13, 2011, the Board of Supervisors adopted Resolution No. 2011/497, which requires that each advisory body shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, in December. For the EMCC 2018 annual report, submission was delayed until now because of lack of a meeting quorum to approve the report prior to the end of 2018.

The Contra Costa County Board of Supervisors established the Contra Costa County EMCC (Resolutions 68/404, 77/637, 79/640 and by Board Order on February 24, 1998) in accordance with the California Health and Safety Code Division 2.5, Ch. 4, Article 3, to act in an advisory capacity to the Board and the County Health Services Director on matters relating to emergency medical services in the County.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Patricia Frost,  
925-608-5454

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

By: , Deputy

cc: Marcy Wilhelm, Rachel Morris



CONSEQUENCE OF NEGATIVE ACTION:

The 2018 Annual EMCC Report will not be approved.

ATTACHMENTS

Report



Emergency Medical Care Committee  
2018 Annual Report

## Annual Report for 2018

**Advisory Body Name:** Emergency Medical Care Committee (EMCC)

**Advisory Body Meeting Time/Location:** 4:00 p.m. - 5:30 p.m. on the second Wednesday of March, June, September, and December, unless otherwise noted. Meetings are held at various locations in Contra Costa County.

**Chair:** Kacey Hansen (December 2015 – present)

**Staff Person:** Rachel Morris (January 2017 – Present), Health Services, Emergency Medical Services

**Reporting Period:** January 1, 2018 – December 31, 2018

### I. Activities:

The EMCC, over four (4) regular meetings in the past year, was involved in or kept its membership informed about the following EMS System issues:

- Received reports on Alliance Service Delivery Model implementation and EMS system benefits.
- Local EMS Agency (LEMSA) establishes optional scope for use of epinephrine and narcan in first responder BLS protocols. Once established, new protocols created an opportunity for all BLS fire first responder agencies to use.
- EMCC informed on process to update the county ambulance ordinance. Draft ambulance ordinance review by County Counsel completed as of December 2018. Informal stakeholder discussion planned through January 2019 prior to submission for BOS public hearing and approval. Updates in ordinance are focused on non-emergency ambulance services and public safety, and integration of emergency and non-emergency transport providers in mass casualty and disaster events.
- LEMSA participation with CCHS Public Health Department on a county marijuana ordinance and anticipated increased volume and child safety impacts of legalization on EMS System.
- EMS System stakeholders advised of new EMSA ePCR (electronic patient care record) and HIE (health information exchange) requirements to support bi-directional exchange between EMS and hospitals. In January 2018 CCEMS EMS System advisory letter sent to hospitals and EMS providers to prepare to participate for bi-directional exchange.
- The Board of Supervisors recognized May 20-26<sup>th</sup> 2018 as National EMS Week, and May 23<sup>rd</sup> as EMS for Children Day.
- EMCC advised of marked reductions in Hospital Preparedness Program Grant funding and continued unfunded state regulations and mandates.
- EMCC informed of status of potential closure of Alta Bates Hospital, Alameda County and City of Berkeley workgroup, and concerns of impact to West County.
- EMCC provided updates on EMS service delivery in West County remains stable with Lifelong Urgent Care filling the gap for non-emergency care with support of CCHS nurse call lines, and high walk-in volume at Kaiser Richmond ED.
- LEMSA HIE and EPIC workgroups and strategies to connect prehospital care records with emergency department patient records in the hospital using EPIC Care Everywhere. LEMSA implementing upgrades of FirstWatch data platform - to include enhanced analytics to improve medical oversight and utilization reporting.
- EMSA released a publication for strategy and data collection evaluation and quality: recent legislation requires EMS will be a conduit for registries, POLST, Stroke registry and others in terms of providing information to the state.
- ePOLST Program: LEMSA and Alliance participating as pilot partners of EMSA ePOLST registry in collaboration with Alameda and Contra Costa Medical Association (ACCMA).
- Contra Costa EMS System was selected to pilot improvements in California Stroke Registry and Stroke system as part of CMS grant with Stanford Health Services.
- On October 24th, EMS hosted the 3<sup>rd</sup> annual Contra Costa County Survivors Reunion Luncheon to show tangible continuum of care, and where survivors meet their rescuers.
- Treatment guidelines and policies updated towards the end of a year are mostly finished for sending out for public comment. Implementation is January 1st, 2019.
- Measure H funds distributed to support Fire Service EMS Medical Director and ePCR server to assure Fire paramedic program compliance with EMSA quality, training and data reporting requirements.
- Recognized Prehospital Care Coordinator Bruce Kenagy from the Contra Costa EMS Agency for his many years of service to the Contra Costa County EMS system. Bruce retired in March of 2018.
- The LEMSA along with other Contra Costa County divisions, stakeholders and outside agencies, all worked together during the July 2018 Mendocino Complex Fires event.
- EMCC members approved serving as the reporting and advisory entity for the Contra Costa Med-Health Coalition to comply with new Hospital Preparedness Program (HPP) program requirements.

- EMS Authority denied RFP and EMS system plan, alleging LEMSA did not hold fair competitive process; EMCC informed of County decision to appeal.
- EMCC briefed regarding continued adverse impacts on 9-1-1 ambulance providers and patient care associated with prolonged ambulance patient offload delays (APOT).
- EMCC informed of LEMSA reports to Board of Supervisor Finance Committee addressing needs for new EMS System funding to support continuity of operations.
- EMCC briefed as to Medical Reserve Corps and Disaster deployments of ambulance strike teams and fire mutual aid associated with Wildfires associated with Mendocino Fires in August 2018 and Camp Fire in November 2018.
- EMCC briefed on updates associated with Contra Costa Community College Paramedic Program Development.

## II. Accomplishments

- Approval of EMCC 2017 Annual Report.
- LEMSA recognized with the Mission Lifeline: Gold Plus Award for their STEMI system, along with AMR Concord, CCCFPD, ECCFPD, El Cerrito Fire Department, MOFD, Pinole Fire Department, Richmond Fire Department, Rodeo-Hercules Fire District, SRVFPD.
- Released updated MCI plan through combined efforts from stakeholders over the last three (3) years.
- Alliance launch first Countywide Paramedic Advance Life Support Inter-facility Transfer (ALS-IFT) Program on March 6, 2018.
- Introduced successful CPR-HD (Highly Defined) pilot. The pilot concluded at the end of July 2018. Effective Jan 1 2019, all providers will be using the CPR-HD method.
- LEMSA worked with the Hospital Council to create a ReddiNet report card and have been distributing it monthly.
- LEMSA moves to new location consolidating EMS System Medical Health/Medical Reserve Corps disaster operations, EMT/EMS stakeholder program training and meeting facilities in one location.

## III. Attendance/Representation

The EMCC is a multidisciplinary committee with membership consisting of representation of specific EMS stakeholder groups and organizations plus one (1) consumer member nominated by each Board of Supervisor member. This year there was a high number of retirements resulting in several resignations of member seats mid-term. At the end of the 2016-2018 term on September 30, 2018, there were fifteen (15) filled member seats on the EMCC; nine (9) seats were unfilled. Starting the new 2018-2020 term, there are twenty-one (21) filled member seats and three (3) unfilled member seats. A quorum was achieved at two (2) of the four (4) EMCC meetings in 2018.

## IV. Training/Certification

Each EMCC representative was given a copy of the Advisory Body Handbook and copies of the “The Brown Act and Better Government Ordinance - What you need to know as a Commission, Board or Committee Member” and “Ethics Orientation for County Officials” videotapes during their two (2) year term. Responsibilities of County Boards were discussed including the responsibility to view the videotapes and submit signed certifications. For the 2016-2018 term, certification forms have been received from thirteen (13) of the fifteen (15) representatives.

## V. Proposed Work Plan/Objectives for Next Year

Report to the local EMS Agency and to the Board of Supervisors as appropriate its observations and recommendations relative to its review of:

- Continue to support and foster Alliance/EMS partnerships to enhance efficiencies and workflows supporting EMS System improvement.
- Explore opportunities and efforts to procure sustainable funding for EMS System emergency communications, dispatch and data infrastructure enhancements to optimize patient care in day to day and disaster conditions.
- Promote and sustain Medical Health Disaster Coalition preparedness and engagement throughout EMS System in accordance with CMS Emergency Preparedness provider requirements.
- Engage stakeholders in supporting Medical Reserve Corps’ capability for children and special needs populations.
- Establish stakeholder group to update of County EMS for Children (EMSC) program system of care enhancements.
- Approve new county ambulance ordinance.
- Manage, update and submit to the State EMS Authority the 2018 EMS System Plan, Quality, Trauma, Stroke, STEMI and EMS for Children programs.
- Continue to monitor and report on EMS System impacts due to changing economics and health care reform.


- Receive 2018 Annual EMS System performance report.
- Support exploration on innovative models of EMS service delivery with hospital community.
- Support emergency ambulance provider and community hospitals efforts to reduce patient transfer of care extended delays that impact the availability of ambulances for the next 9-1-1 call.
- Support EMS System program (STEMI, Stroke, Cardiac Arrest, EMSC, Quality/Patient Safety and Trauma) initiatives.
- Continue to support and sustain community education and outreach, e.g. *HeartSafe*, Child Injury Prevention.
- Support appropriate use of 9-1-1, CPR Anytime, and Automatic External Defibrillator (AED) programs through partnerships with law enforcement, CERT, fire first responders and community coalitions.
- Hold 4th Annual Contra Costa Survivors Reunion.
- Continue to monitor West County EMS System associated with closure of Doctors Medical Center and pending closure of Alta Bates Summit.
- Establish regular governance reporting for the Contra Costa Med/Health Coalition as required by the Contra Costa Med/Health Coalition Charter.
- Receive updates on status of Community Paramedic and EMT training programs.
- Receive updates on treatment guidelines and policies for 2019.
- Receive updates on EMS Quality Partnership tool “First Pass” supporting enhanced provider level compliance associated with prehospital patient care workflows.



**Training Certification  
for  
Member of County Advisory Body**

By signing below, I certify that on 12-7-18, I watched the entire training tape: **“The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member.”**

By signing below, I certify that on \_\_\_\_\_, I watched the entire training tape: **“Ethics Orientation for County Officials.”**

  
(Name of Member of Advisory Body)

12-7-18  
(Date)

MARK FORRETTE

*Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.*



**Training Certification  
for  
Member of County Advisory Body**

By signing below, I certify that on 12/11/2018 I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 12/11/2018, I watched the entire training tape: **"Ethics Orientation for County Officials."**

Jennifer Lucas  
(Name of Member of Advisory Body)

12/11/2018  
(Date)

A handwritten signature in blue ink, appearing to be "Jennifer Lucas", written over a horizontal line.

*Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.*



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Unpaid Student Training Agreement #26-119-13 with San Jose State University

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #26-119-13 with San Jose State University, an educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers to dietitian, occupational therapy and speech pathology students, for the period from July 1, 2019 through June 30, 2021.

**FISCAL IMPACT:**

This is a non-financial agreement.

**BACKGROUND:**

The purpose of this agreement is to provide dietitian, occupational therapy and speech pathology students at San Jose State University with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefitting from the students' services to patients.

On March 28, 2017, the Board of Supervisors

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Jaspreet Benepal,  
925-370-5101

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

By: , Deputy

cc: E Suisala , M Wilhelm



BACKGROUND: (CONT'D)

approved Contract #26-119-12 with San Jose State University, to provide supervised fieldwork instruction experience with Health Services for the period from July 1, 2017 through June 30, 2019.

Approval of Unpaid Student Training Agreement #26-119-13, will allow San Jose State University students to receive supervised fieldwork instruction experience, at CCRMC and Contra Costa Health Centers, through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the students will not receive supervised fieldwork instruction experience at CCRMC and Contra Costa Health Centers.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Unpaid Student Training Agreement #26-502-8 with California State University, Sacramento

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #26-502-8 with California State University, Sacramento, an educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers to physical therapist students for the period from June 1, 2019 through May 30, 2021.

**FISCAL IMPACT:**

This is a non-financial agreement.

**BACKGROUND:**

The purpose of this agreement is to provide physical therapist students at California State University, Sacramento with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefiting from the students' services to patients.

On April 25, 2017, the Board of Supervisors approved Contract

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Jaspreet Benepal,  
925-370-5101

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

By: , Deputy

BACKGROUND: (CONT'D)

#26-502-7 with California State University, Sacramento, to provide supervised fieldwork instruction experience with Health Services for the period from July 1, 2017 through May 30, 2019.

Approval of Unpaid Student Training Agreement #26-502-8 will allow California State University, Sacramento students to receive supervised fieldwork instruction experience, at CCRMC and Contra Costa Health Centers through May 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience at CCRMC and Contra Costa Health Centers.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Unpaid Student Training Agreement #22-667-5 with University of Southern California

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #22-667-5 with University of Southern California, an educational institution, to provide supervised field instruction in County's Public Health Division to physical and occupational therapist students, for the period from September 1, 2019 through August 31, 2022.

**FISCAL IMPACT:**

This is a non-financial agreement.

**BACKGROUND:**

The purpose of this agreement is to provide University of Southern California, physical and occupational therapist students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefitting from the students' services to patients.

On August 2, 2016, the Board of Supervisors approved

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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)

Contract #22-667-4 with University of Southern California to provide supervised fieldwork instruction experience with the Health Services Department, for the period from September 1, 2016 through August 31, 2019.

Approval of Unpaid Student Training Agreement #22-667-5, will allow University of Southern California, physical and occupational therapist students to receive supervised fieldwork instruction experience, in County's Public Health Division, through August 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the students will not receive supervised fieldwork instruction experience in County's Public Health Division.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Unpaid Student Training Agreement #22-967-2 with Gurnick Academy of Medical Arts, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #22-967-2 with Gurnick Academy of Medical Arts LLC, a limited liability company, to provide supervised field instruction in Public Health Division to physical therapy assistant students from September 1, 2019 through August 31, 2024.

**FISCAL IMPACT:**

This is a non-financial agreement.

**BACKGROUND:**

The purpose of this agreement is to provide Gurnick Academy of Medical Arts LLC physical therapy assistant students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefitting from the students' services to patients.

On December 2, 2014, the Board of Supervisors approved Contract

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **04/09/2019**  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: April 9, 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)

#22-967-1 with Gurnick Academy of Medical Arts LLC to provide supervised fieldwork instruction experience with Health Services Department, for the period from September 1, 2014 through August 31, 2019.

Approval of Unpaid Student Training Agreement #22-967-2 will allow Gurnick Academy of Medical Arts LLC students to receive supervised fieldwork instruction experience, in Public Health Division, through August 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience in Public Health Division.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: April 9, 2019

Subject: Agreement #22-891-4 with Ronald McDonald House Charities, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, in conjunction with John Muir Health System dba Community Health Alliance, La Clinica de La Raza, and Lifelong Medical, to execute Operating Agreement #22-891-4 with Ronald McDonald House Charities, Inc., to allow the County to operate the Ronald McDonald Dental Care Mobile in the communities of Contra Costa County for the benefit of its residents, for the period from November 4, 2018 through November 3, 2023.

**FISCAL IMPACT:**

This is a non-financial agreement.

**BACKGROUND:**

On December 10, 2013, the Board of Supervisors approved Operating Agreement #22-891-2 for the County in conjunction with John Muir Health System dba Community Health Alliance, La Clinica de La Raza, and Lifelong Medical receive a grant of Ronald McDonald Care Mobile and to operate its Dental Care Mobile in the communities of Contra Costa County for the benefit of its residents, for five (5) years.

Approval of Agreement #22-891-4 will allow continuation of the Ronald McDonald Care Mobile, including mutual indemnification to hold harmless other parties, through November 3, 2023.

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

Action of Board On: **04/09/2019**  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: April 9, 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 contract is not approved, the Dental Care Mobile would not provide dental services to the communities of Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase dental health in Contra Costa County.

ATTACHMENTS



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 9, 2019

Subject: Reaffirm the Contra Costa County Arts and Culture Commission as the Authorized State-Local Partner

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/115 approving the designation of the Arts and Culture Commission of Contra Costa County as the authorized partner of the State-Local Partnership Program of the California Arts Council for the 2019-20 fiscal year, as recommended by the County Administrator.

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

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Julia Taylor,  
925.335.1043

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

By: , Deputy

cc:

ATTACHMENTS

Resolution

2019/115

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

In the matter of:

**Resolution No. 2019/115**

**AUTHORIZING THE CONTRA COSTA ARTS AND CULTURE COMMISSION TO CONTINUE AS THE AUTHORIZED PARTNER IN THE STATE-LOCAL PARTNERSHIP PROGRAM OF THE CALIFORNIA ARTS COUNCIL FOR THE 2019-2020 FISCAL YEAR**

WHEREAS, the Contra Costa County Board of Supervisors established the Arts and Culture Commission of Contra Costa County in 1994; and

WHEREAS, the Commission is the official agency that represents arts organizations throughout the County and develops programs which support and promote the arts; and

WHEREAS, the Arts and Culture Commission of Contra Costa County has, since its inception, derived financial assistance from the California Arts Council through its State-Local Partnership Program; and

WHEREAS, the Arts and Culture Commission of Contra Costa County relies on such assistance on a continuing basis to carry out its mission; and

WHEREAS, the Contra Costa County Board of Supervisors recognizes the necessity for continued financial assistance to ensure the viability of the Arts and Culture Commission of Contra Costa County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby reaffirm the Arts and Culture Commission of Contra Costa County as the authorized partner of the State-Local Partnership Program of the California Arts Council for the 2019-2020 fiscal year.

\_\_\_\_\_  
**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: April 9, 2019

David J. Twa,

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



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 9, 2019

Subject: Stipend for the Poetry Out Loud Student Winner 2018-19

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay Grace Gilroy a stipend in the amount of \$150 for expenses related to representing Contra Costa County at the Statewide Poetry Out Loud competition in Sacramento.

**FISCAL IMPACT:**

The \$150 stipend has been included in the Poetry Out Loud grant from the State of California specifically for this purpose. (100% State)

**BACKGROUND:**

The State of California provides grant funds to counties each year to conduct an annual Poetry Out Loud Competition. The winner of the competition in each County competes in a statewide competition held in Sacramento. This year, Grace Gilroy, a junior at San Ramon Valley High School in Danville, was awarded First Place in the Contra Costa County competition. Grace represented Contra Costa County at the statewide competition. The State of California provides grant funding to counties for the cost of the competition. Included in this grant is \$150 to be paid directly to the student to offset the cost of traveling to Sacramento for the statewide competition. Approval of the recommendation will allow the Auditor-Controller to issue the payment to Grace Gilroy, as required in the grant.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019**  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: April 9, 2019

Contact: Julia Taylor,  
925.335.1043

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The County will not be in compliance with the requirements of the grant and Grace will not receive proper reimbursement.

CHILDREN'S IMPACT STATEMENT:

This program helps to meet the County's children and family services outcomes, specifically outcome #1: Children Ready for and Succeeding in School.

To: Contra Costa County Housing Authority Board of Commissioners  
 From: Joseph Villarreal, Housing Authority  
 Date: April 9, 2019



Contra  
 Costa  
 County

Subject: RATIFY THE HOUSING CHOICE VOUCHER PAYMENT STANDARDS EFFECTIVE APRIL 15, 2019

---

## **RECOMMENDATIONS**

RATIFY the Housing Choice Voucher payment standards for the Housing Authority of the County of Contra Costa effective April 15, 2019.

## **BACKGROUND**

Payment standards are used to calculate the housing assistance payment (HAP), or subsidy, that a housing authority (HA) will pay on behalf of families leasing units under the program. Each HA must establish a schedule of payment standard amounts by bedroom size. The range of possible payment standard amounts is based on HUD's published fair market rent (FMR) schedule for the FMR area within which the HA has jurisdiction. HACCC's payment standards are based on the FMRs for the Oakland-Fremont, CA Metro area which includes all of Alameda and Contra Costa Counties. FMRs are based on the 40<sup>th</sup> percentile of rents charged for standard housing in the FMR area. This is the dollar amount below which 40 percent of the standard-quality rental housing units are rented. HAs may set their payment standards amounts from 90% to 110% of the published FMRs without HUD approval. Payment standards can be set higher or lower than this basic range in response to market conditions with HUD approval.

---

Action of Board On: **04/09/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

### **VOTE OF COMMISSIONERS**

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: April 9, 2019

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

## BACKGROUND (CONTD)

The level at which the payment standards are set directly affects the amount of subsidy a family will receive, and the amount of rent paid by program participants. If the payment standard amount is too low:

- Families may need to pay more for rent than they can afford; or
- Families may have a hard time finding acceptable units or units in more desirable areas; or
- Housing choices will be narrowed and the HA's efforts to affirmatively further fair housing will be undermined.

If the payment standards amounts are too high, owners may be encouraged to ask for higher than reasonable rents.

As approved by the Board on January 12, 2016, HACCC's payment standards were split into two different amounts. One payment standard was established for all cities located in East County and a second payment standard was established for the rest of the cities in HACCC's jurisdiction. This was done to give families greater access to housing opportunities in low poverty neighborhoods throughout the County and to limit the tendency for families to lease in high poverty areas concentrated in East County

The proposed payment standards are shown below. They are based on the revised FMRs published by HUD on March 14, 2019 and made effective on April 15, 2019. As you may know, HUD published new FMRs on October 1, 2018. At that time, they reflected a significant reduction from the FMRs from October 1, 2017. HACCC and its partner housing authorities and affordable housing providers in Alameda and Contra Costa Counties commissioned a rent survey to challenge the FMRs. The results of the study indicated that FMRs for all bedroom-size units had gone down between 8% and 9%.

The proposed payment standards are based on market data resulting from the rent study that was completed. Since payment standards must be within a range of 90% to 110% of the FMR, HACCC was not required to change the old Payments Standards for East County since they still fell within the range. Last year, the payment standards for the East County cities of Antioch, Bay Point, Bethel Island, Brentwood, Byron, Discovery Bay, Knightsen and Oakley were set between 90 and 93.72% of the FMRs. For this coming year, the East County Payment Standards will be set between 99% and 103% of the newly revised FMRs, but the dollar amount reflects the same amount as last year. For the rest of the County, the decrease in the FMRs for studio to three bedroom units resulted in HACCC's Payment Standards falling below the HUD required range of 90% to 110% of the FMRs. We have set the Payment Standard at 110% of the FMR. This results in the studio to three bedroom-sized unit payments standards having to be reduced between \$19 to \$101. The four to seven bedroom-sized Payment Standards are being increased between \$121 and \$175 to meet the 110% threshold limit.

The proposed payment standards and the new FMRs follow:

**EAST COUNTY - Antioch, Bay Point, Bethel Island, Brentwood, Byron, Discovery**



**Bay, Knightsen, Oakley**

	<b>0-BR</b>	<b>1-BR</b>	<b>2-BR</b>	<b>3-BR</b>	<b>4-BR</b>	<b>5-BR</b>	<b>6-BR</b>	<b>7-BR</b>
<b>PS</b>	<b>\$1,435</b>	<b>\$1,723</b>	<b>\$2,173</b>	<b>\$3,017</b>	<b>\$3,552</b>	<b>\$4,085</b>	<b>\$4,617</b>	<b>\$5,150</b>
FMR	\$1,409	\$1,706	\$2,126	\$2,925	\$3,587	\$4,125	\$4,663	\$5,201
% of FMR	101.85%	101.00%	102.21%	103.15%	99.02%	99.03%	99.01%	99.02%

**All Other Cities Except Pittsburg and Richmond:**

	<b>0-BR</b>	<b>1-BR</b>	<b>2-BR</b>	<b>3-BR</b>	<b>4-BR</b>	<b>5-BR</b>	<b>6-BR</b>	<b>7-BR</b>
<b>PS</b>	<b>\$1,549</b>	<b>\$1,876</b>	<b>\$2,338</b>	<b>\$3,217</b>	<b>\$3,945</b>	<b>\$4,537</b>	<b>\$5,129</b>	<b>\$5,721</b>
FMR	\$1,409	\$1,706	\$2,126	\$2,925	\$3,587	\$4,125	\$4,663	\$5,201
% of FMR	109.94%	109.96%	109.97%	109.98%	109.98%	109.99%	109.99%	110.00%

The changes will be effective April 15, 2019. Families who will experience a reduction in their payment standard will not be affected in their existing tenancies due to changes made to HACCC's Administrative Plan in 2018 as a result of changes implemented in the Housing Opportunities Through Modernization Act of 2016 (HOTMA). However, all new contracts and tenancies will begin to use the new Payment Standards on or after April 15, 2019.

**FISCAL IMPACT**

Funding for this program is provided by the U.S. Department of Housing and Urban Development (HUD). Funding for the proposed change is provided for in the Housing Authority of the County of Contra Costa's (HACCC) current budget.

**CONSEQUENCE OF NEGATIVE ACTION**

Should the Board of Commissioners not adopt and approve the proposed payment standards, HACCC will not be in compliance with HUD regulations and could be subject to financial sanctions or other penalties.

To: Contra Costa County Housing Authority Board of Commissioners  
 From: Joseph Villarreal, Housing Authority  
 Date: April 9, 2019



Contra  
 Costa  
 County

Subject: COLLECTION LOSS WRITE-OFF FOR THE QUARTER ENDING MARCH 31, 2019

---

### **RECOMMENDATIONS**

ADOPT Resolution No. 5222 to approve collection loss write-offs in the public housing program in the amount of \$ 106,729.09 for the quarter ending March 31, 2019.

### **BACKGROUND**

The Housing Authority takes action to write off accounts that have been determined to be non-collectible. For this quarter ending MARCH 31, 2019 a breakdown of the recommended write-offs, by housing development, is provided in the table on the following page.

---

Action of Board On: **04/09/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

### **VOTE OF COMMISSIONERS**

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: April 9, 2019

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

BACKGROUND (CONTD)

CA011-001	Alhambra Terrace, Martinez	\$0.00
CA011-003	Bridgemont, Antioch	\$0.00
CA011-004	Los Nogales, Brentwood	\$0.00
CA011 005	El Pueblo, Pittsburg	\$5,528.75
CA011-006	Las Deltas, N. Richmond	\$0.00
CA11-008	Los Arboles, Oakley	\$0.00
CA011-009A	Las Deltas, N. Richmond	\$10,126.80
CA011-009B	Las Deltas, N. Richmond	\$0.00
CA011-010	Bayo Vista, Rodeo	\$73,470.36
CA011-011	Hacienda, Martinez	\$3,438.87
CA011-012	Casa de Manana, Oakley	\$0.00
CA011-013	Casa de Serena, Bay Point	\$3,290.56
CA011-015	Elder Winds, Antioch	\$0.00
CA011-4501	Vista del Camino, San Pablo	\$10,501.00
CA011-4502	Kidd Manor	\$372.75
TOTAL		\$106,729.09

A total of 26 accounts are being recommended for write-off, representing an average of \$4,104.96 per account.

The following table illustrates the collection losses per quarter for the past four quarters.

**Conventional Program**

THIS QUARTER 03/30/2019	\$106,729.09
09/30/2018	\$81,583.56
03/31/18	\$50,381.06
01/31/18	\$35,979.41

Prior to submission of an account for write-offs, the staff makes every effort to collect money owed to HACCC. Once the account is written off, staff uploads debt amount to HUD's Debts Owed System, to further Housing Authorities efforts to collect monies owed. Past participants that owe Housing Agencies may be denied admission to public housing or housing choice voucher programs in the future unless debt is repaid.

#### FISCAL IMPACT

Uncollectable amounts impact the budget by reducing total rental income. The Housing Authority of the County of Contra Costa (HACCC) regularly writes off those accounts that have been determined to be uncollectable. Once an account is written off, it can be turned over to a collection agency. For the period ending March 31, 2019, the collection loss write-off total is \$106,729.09.

#### CONSEQUENCE OF NEGATIVE ACTION

Should the Board of Commissioners elect not to adopt Resolution No.5222, these accounts would inflate the total accounts receivable for HACCC and present an inaccurate financial picture.

#### ATTACHMENTS

Writeoff Memo

Resolution 5222 Collection Write Off

## M E M O R A N D U M

TO: Joseph Villarreal, Executive Director

FROM: Elizabeth Campbell, Director of Asset Management

SUBJECT: Vacated Collection Loss Write-Offs

DATE: March 31, 2019

I have reviewed the request for Vacated Collection Loss Write-Off Accounts submitted by the Housing Managers and recommend that the following amounts be written off/submitted as non-collectible:

PROJECT	RENT	LEGAL	MAINTENANCE	TOTAL	TENANT ACCOUNTS
Alhambra Terr. Martinez CAL 11-1	-0-	-0-	-0-	-0-	0
Bridgemont, Antioch CAL 11-3	-0-	-0-	-0-	-0-	0
Los Nogales, Brentwood CAL 11-4	-0-	-0-	-0-	-0-	0
El Pueblo, Pittsburg CAL 11-5	\$744.00	-0-	\$4,784.75	\$5,528.75	2
Las Deltas, N. Richmond CAL 11-6	-0-	-0-	-0-	-0-	0
Los Arboles, Oakley CAL 11-8	-0-	-0-	-0-	-0-	0
Las Deltas, N. Richmond CAL 11-9A	\$9,353.00	-0-	\$773.80	10,126.80	2
Las Deltas, N. Richmond CAL 11-9B	-0-	-0-	-0-	-0-	0
Bayo Vista, Rodeo CAL 11-10	\$58,470.25	-0-	\$15,000.11	\$73,470.36	12
Hacienda, Martinez CAL 11-11	\$2,056.67	-0-	\$1,382.20	\$3,438.87	1
Casa de Manana, Oakley CAL 11-12	-0-	-0-	-0-	-0-	0
Casa de Serena Bay Point CAL 11-13	\$1,663.85	-0-	\$1,626.71	\$3,290.56	5
Elder Winds, Antioch CAL 11-15	-0-	-0-	-0-	-0-	0
Vista del Camino San Pablo 4501	\$7,162.00	-0-	\$3,339.00	\$10,501.00	3
Kidd Manor, San Pablo 4502	-0-	-0-	\$372.75	\$372.75	1
<b>TOTALS:</b>	<b>\$79,449.77</b>	<b>-0-</b>	<b>\$27,279.32</b>	<b>\$106,729.09</b>	<b>26</b>

THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

RESOLUTION NO. 5222

RESOLUTION APPROVING COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$106,729.09 FOR THE PERIOD ENDING MARCH 31, 2019

WHEREAS, a certain vacated tenant accounts have been determined to be uncollectable by management; and

WHEREAS, these tenant accounts may have been, or may be, turned over to a collection agency for continued collection efforts;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the County of Contra Costa that the following amounts be written off for collection loss for period ending March 31, 2019

	Conventional Program
Dwelling Rent	\$79,449.77
Legal Charges	\$0
Maintenance & Other Charges	\$27,279.32
<b>TOTAL</b>	<b>\$106,729.09</b>

PASSED AND ADOPTED ON \_\_\_\_\_ by the following vote of the Commissioners.