

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.contracosta.ca.gov](http://www.contracosta.ca.gov).

**AGENDA**  
**September 24, 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.

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

Inspirational Thought- "*Autumn is a second spring when every leaf is a flower.*" ~Albert Camus

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.66 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 honoring County employees for their many years of service to Contra Costa County:
- **Victor Celis**, for his 25 years of service to Contra Costa County, to be presented by Brian Balbas, Public Works Director
  - **Leslie Gutierrez**, for her 34 years of service and the occasion of her retirement, to be presented by Kathy Gallagher, Employment and Human Services Director
- PR.2** PRESENTATION recognizing September 2019 as National Recovery Month in Contra Costa County. (Supervisor Glover)

## **DISCUSSION ITEMS**

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

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

- D. 3** CONSIDER approving and authorizing the extension of temporary employment of retiree Elizabeth Arbuckle through February 28, 2020, as recommended by the Sheriff-Coroner. (David Livingston, Sheriff-Coroner)
- D. 4** CONSIDER authorizing the County Administrator, or designee, to execute contract renewals with the NonPERS Medical, Dental, Vision, Computer Vision Care Program, and Life Insurance Plan carriers, including new Health Net medical plans for the period of January 1, 2020 - December 31, 2020.
- D. 5** HEARING to consider approving the Ball Estates Subdivision project, a development in the Alamo area, including adopting Ordinance No. 2019-26 approving a development agreement between Contra Costa County and DWB Property, LLC, et al., for the project, and certifying an environmental impact report, as recommended by the Conservation and Development Director. (Gordon Nathan Ball, Applicant) (DWB Property, LLC, et al., Owners) (Aruna Bhat, Department of Conservation and Development)
- D. 6** CONSIDER adopting Resolution No. 2019/574 supporting a countywide one-half of one percent sales tax to fund transportation improvements in Contra Costa, and approving a transportation expenditure plan and related actions, as recommended by the Conservation and Development Director. (John Cunningham, Conservation and Development Department)



- D. 7** CONSIDER introducing Ordinance No. 2019-25 regulating polystyrene-based food service ware in unincorporated Contra Costa County; WAIVE reading; and FIX October 8, 2019, for adoption, Countywide, as recommended by the Transportation, Water and Infrastructure Committee. (100% Stormwater Utility Assessment Funds) (Tim Jensen, Public Works Department)
- D. 8** CONSIDER accepting a report on the Cleaner Contra Costa Challenge. (Supervisors Gioia and Mitchoff)
- D. 9** CONSIDER electing 2020 officers of the Board of Supervisors and adopting Resolution No. 2019/500 updating the Rules of Procedures for Board of Supervisors meetings accordingly. (Supervisor Gioia)

D. 10 CONSIDER reports of Board members.

#### **Closed Session**

### ***ADJOURN***

#### **CONSENT ITEMS**

##### **Road and Transportation**

- C. 1** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a purchase order with VSS Emultech, in an amount not to exceed \$5,000,000 for Polymer Modified Cationic Rapid Set and Polymer Modified Asphalt Rejuvenator Emulsion for the Road Surface Treatment Program, for the period October 1, 2019 through September 30, 2024, Countywide. (100% Local Road Funds)
- C. 2** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the amended and restated Memorandum of Understanding between Contra Costa County and the Contra Costa Transportation Authority related to the development and federal funding for the State Route 239 Project, Byron area. (100% Local Road Funds)

##### **Engineering Services**

- C. 3** ADOPT Resolution No. 2019/563, approving and authorizing the Public Works Director to sign Stormwater Management Facilities Operation and Maintenance Agreements with Heritage Point A/G, L.P., and Heritage Point Commercial LLC, the owners of two parcels within minor subdivision MS14-0007, as recommended by the Public Works Director, North Richmond area. (No fiscal impact)

## **Special Districts & County Airports**

- C. 4** ADOPT Resolution No. 2019/566 declaring October 2019 as Creek and Channel Safety Awareness Month, ACCEPT the status report from the Public Works Department and the Flood Control and Water Conservation District on the Creek and Channel Safety Awareness Program, and DIRECT the Public Works Department and the Flood Control and Water Conservation District to continue with implementation and the annual campaign of a Countywide sustainable Creek and Channel Safety Awareness Program, as recommended by the Chief Engineer, Flood Control and Water Conservation District, Countywide. (100% Flood Control Zone 3B Funds)

## **Claims, Collections & Litigation**

- C. 5** RECEIVE report concerning the final settlement of Scott Anderson vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$135,000, as recommended by the Interim Risk Manager. (100% Workers' Compensation Internal Service Fund)
- C. 6** DENY claims filed by Alan-Michael J. Danner, Anita Gordon-Thomas, and Deborah Randon. DENY late claim filed by Surinder and Deborah Sanwal.

## **Honors & Proclamations**

- C. 7** ADOPT Resolution No. 2019/476 recognizing the contributions of Victor Celis on his 25 years of service to Contra Costa County, as recommended by the Public Works Director. (No fiscal impact)
- C. 8** ADOPT Resolution No. 2019/530 declaring the month of September as National Recovery Month in Contra Costa County, as recommended by Supervisor Glover.
- C. 9** ADOPT Resolution No. 2019/542 recognizing Leslie Gutierrez on the occasion of her retirement after thirty-four years of service with Contra Costa County, as recommended by the Employment and Human Services Director.
- C. 10** ADOPT Resolution No. 2019/559 recognizing the 20th Anniversary of "Advancecamp" on September 28, 2019, as recommended by Supervisors Glover.
- C. 11** ADOPT Resolution No. 2019/576 honoring Joan Carpenter for her many years of service to West Contra Costa County and on the occasion of her retirement after 21 years, as recommended by Supervisor Gioia.

- C. 12** ADOPT Resolution No. 2019/575 recognizing and remembering Yvonne Bullock for her many years of service as an employee and a community leader in Contra Costa County, as recommended by Supervisor Gioia.

### **Appointments & Resignations**

- C. 13** ACCEPT resignation of Clover Mahn, DECLARE a vacancy on the Rodeo Municipal Advisory Council, District V Seat 3, and Direct the Clerk of the Board to post a vacancy, as recommended by Supervisor Glover.
- C. 14** APPOINT Vincent Moita to the County #1 seat and Lisa Caronna to the Community #3 seat on the Affordable Housing Finance Committee, as recommended by the Internal Operations Committee.

### **Personnel Actions**

- C. 15** ADOPT Position Adjustment Resolution No. 22431 to reclassify one Administrative Services Officer (unrepresented) and incumbent to Departmental Personnel Officer- Exempt (unrepresented) in the Library Department. (100% Library Fund)
- C. 16** ADOPT Position Adjustment Resolution No. 22503 to add one Executive Secretary-Exempt (unrepresented) position and cancel one Administrative Aide-Deep Class (unrepresented) position in the Library Department. (100% Library Fund)
- C. 17** ADOPT Position Adjustment Resolution No. 22504 to increase the hours of one Library Assistant-Advanced Level position (represented) and add one Library Assistant-Journey Level (represented) position in the Library Department. (100% Library Fund)
- C. 18** ADOPT Position Adjustment Resolution No. 22507 to establish the class of Deputy Public Defender-Fixed Term-Project (represented); allocate on the salary schedule and add one full-time Deputy Public Defender-Fixed Term-Project position in the Office of the Public Defender. (100% State)
- C. 19** ADOPT Position Adjustment Resolution No. 22512 to transfer position #16530 ADA Manager (unrepresented) from the Risk Management Department to the Human Resources Department. (100% Benefit Administration Fees)

- C. 20** ADOPT Resolution No. 2019/577, approving a side letter agreement between Contra Costa County and Teamsters Local 856 regarding airport mandatory overtime by adding Section 54.2.L. Airport Safety Officer to the current Memorandum of Understanding (July 1, 2016 - June 30, 2022), as recommended by the County Administrator.
- C. 21** ADOPT Position Adjustment Resolution No. 22518 to reassign four vacant Social Worker positions (represented) from the Workforce Services Bureau to the Aging and Adult Services Bureau, in the Employment and Human Services Department. (No fiscal impact)

### **Leases**

- C. 22** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease for approximately 2,400 square feet of space at the County-owned building at 2047 Arnold Industrial Way, Suite A in Concord for the Berkeley Food and Housing Project, at an initial annual rate of \$16,584 for the first year with annual increases for the period July 1, 2019 through June 30, 2021. (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. 23** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with State of California, Office of Traffic Safety, to pay County an amount not to exceed \$84,000 for child passenger safety information and education to clients of the Public Health Nursing Home Visiting Program for the period October 1, 2019 through September 30, 2020. (No County match)
- C. 24** ADOPT Resolution No. 2019/569 approving and authorizing the District Attorney, or designee, to submit an application and execute a grant award agreement, including any extensions or amendments thereof, pursuant to State guidelines, with the California Governor's Office of Emergency Services, Victim Services & Public Safety Branch, in an amount not to exceed \$218,750, for funding of the Unserved/Underserved Victim Advocacy and Outreach Program for the period October 1, 2019 through September 30, 2020. (100% State)
- C. 25** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Walnut Creek, to pay the County an amount not to exceed \$17,000 for the Coordinated Outreach, Referral and Engagement Program to provide homeless outreach services for the period July 1, 2019 through June 30, 2020. (No County match)

- C. 26** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Walnut Creek, to pay the County an amount not to exceed \$88,472 for the Coordinated Outreach, Referral and Engagement Program to provide homeless outreach services for the period July 1, 2019 through June 30, 2020. (No County match)
- C. 27** ADOPT Resolution No. 2019/570 approving and authorizing the District Attorney, or designee, to submit an application and execute a grant award agreement, including any extensions or amendments thereof, pursuant to State guidelines, with the California Governor's Office of Emergency Services, Victim Services & Public Safety Branch, in an amount not to exceed \$150,000, for funding of the Human Trafficking Advocacy (HA) Program for the period January 1, 2020 through December 31, 2020. (100% State)
- C. 28** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with West Contra Costa Unified School District, to pay County an amount not to exceed \$575,936 to provide mental health services to special education students and their families for the period July 1, 2019 through June 30, 2020. (No 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. 29** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with David H, Raphael, M.D., effective October 1, 2019, to increase the payment limit by \$196,000 to a new payment limit of \$826,000, to provide additional hours of anesthesiology services at Contra Costa Regional Medical Center and Health Centers with no change in the term January 1, 2019 through December 31, 2020. (100% Hospital Enterprise Fund I)
- C. 30** APPROVE and AUTHORIZE the Director of Child Support Services, or designee, to execute a contract, with Integrated Information Systems, Inc. in an amount not to exceed \$75,000 for the license and maintenance to the TurboCourt software system for the period July 1, 2019 through June 30, 2020. (66% Federal, 34% State)
- C. 31** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Mark Scott Construction, Inc., to increase the payment limit by \$3,500,000 to a new payment limit of \$5,000,000, with no change to the original term February 1, 2018 through January 31, 2021, to provide building restoration services as recommended by the Public Works Director, Countywide. (100% General Fund)

- C. 32** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a cancellation agreement with ANKA Behavioral Health, Incorporated, effective September 24, 2019, Alamo, Concord, Danville, Pleasant Hill, San Ramon and Walnut Creek areas. (100% Iron Horse Corridor Trust Funds)
- C. 33** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Metropolitan Van and Storage Inc., in an amount not to exceed \$300,000 to provide moving and storage services of heavy furniture and equipment for Contra Costa Regional Medical Center and Health Centers for the period October 1, 2019 through September 30, 2021. (100% Hospital Enterprise Fund I)
- C. 34** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Neil Sachs, M.D., in an amount not to exceed \$269,568 to provide outpatient psychiatric care to adults in West Contra Costa County for Contra Costa Regional Medical and Health Center patients for the period October 1, 2019 through September 30, 2020. (100% Mental Health Realignment)
- C. 35** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Esther Kwon, M.D., in an amount not to exceed \$396,000 to provide podiatry services to Contra Costa Regional Medical Center and Health Center patients for the period October 1, 2019 through September 30, 2021. (100% Hospital Enterprise Fund I)
- C. 36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Tides Center, in an amount not to exceed \$224,602 to provide Mental Health Services Act prevention and early intervention services for residents in the Iron Triangle neighborhood of Richmond for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$112,301. (100% Mental Health Services Act)
- C. 37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Colleen M. Kenney, DPM, in an amount not to exceed \$300,000 to provide podiatry based wound care services for Contra Costa Health Plan members for the period November 1, 2019 through October 31, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with OBHG California, P.C., in an amount not to exceed \$500,000 to provide obstetrics and gynecology services for Contra Costa Health Plan members for the period November 1, 2019 through October 31, 2021. (100% Contra Costa Health Plan Enterprise Fund II)

- C. 39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Lincoln, in an amount not to exceed \$5,646,310 to provide residential and school-based mental health services for seriously emotionally disturbed students and their families including case management, crisis intervention and medication support for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$2,823,155. (50% Federal Medi-Cal, 35% Mental Health Realignment, 11% Antioch/Pittsburg Unified School Grant, 4% The Tides Foundation Grant)
- C. 40** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Portia Bell Hume Behavioral Health and Training Center, in an amount not to exceed \$3,490,399 to provide mental health services, including case management and crisis intervention to adults diagnosed with severe and persistent mental illness in Contra Costa County for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$1,745,199. (43% Federal Medi-Cal, 57% Mental Health Realignment)
- C. 41** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Mountain Valley Child and Family Services, Inc., in an amount not to exceed \$2,484,267 to provide mental health services, case management and therapeutic behavioral services for seriously emotionally disturbed youth and dependents for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$1,242,133. (50% Federal Medi-Cal, 25% Mental Health Realignment, 25% Employment and Human Services)
- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Amara Hospice, LLC (dba Bridge Hospice Bay Area), in an amount not to exceed \$800,000 to provide hospice services for Contra Costa Health Plan members for the period January 1, 2020 through December 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Dublin Physical Therapy, Inc. (dba Spine and Sports Physical Therapy), in an amount not to exceed \$500,000 to provide physical therapy services for Contra Costa Health Plan members for the period December 1, 2019 through November 30, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 44** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the Regents of the University of California, Davis, in an amount not to exceed \$117,335 to receive staff training on eligibility, employment services, adult services, and general leadership for the period July 1, 2019 through June 30, 2020. (25% State, 75% Federal)

- C. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Richard Hanzy, MFT, effective November 1, 2019, to increase the payment limit by \$85,000 to a new payment limit of \$241,000, to provide additional specialty mental health services with no change in the term July 1, 2018 through June 30, 2020. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C. 46** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Olympus America, Inc., in an amount not to exceed \$325,000 for instruments, supplies, equipment, and instrument repairs for the Urology and Gynecology Units at Contra Costa Regional Medical Center for the period April 1, 2019 through March 31, 2021. (100% Hospital Enterprise Fund I)
- C. 47** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to purchase order with R-Computer, Inc., to increase the payment limit by \$100,000 to a new payment limit not to exceed \$300,000 for laptops and desktop computers for Public Health Clinic Services with no change in the term January 19, 2018 through January 18, 2020. (75% Whole Person Care Pilot Program Grant, 10% Health Care for the Homeless Grant, 15% Federally Qualified Health Center reimbursement)
- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ujima Family Recovery Services, in an amount not to exceed \$3,138,633 to provide residential and outpatient treatment services for pregnant and parenting women and their young children for the period July 1, 2019 through June 30, 2020. (70% Drug Medi-Cal, 16% Substance Abuse Prevention and Treatment Perinatal Set-Aside, 10% Substance Abuse Prevention and Treatment Block Grant, 4% AB 109)
- C. 49** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Boston Scientific Corporation, to increase the payment limit by \$250,000 to a new payment limit of \$810,000 for specialty medical supplies and equipment for the Contra Costa Regional Medical Center with no change in the term January 1, 2018 through December 31, 2019. (100% Hospital Enterprise Fund I)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with J Cole Recovery Homes, Inc., in an amount not to exceed \$1,037,779 to provide residential substance abuse use disorder treatment services for male clients in East Contra Costa County for the period July 1, 2019 through June 30, 2020. (30% Federal Drug Medi-Cal, 30% State General Fund, 24% AB 109, 16% Local Revenue Fund)



- C. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Laboratory Corporation of America, effective February 1, 2019, to provide additional outside laboratory testing services at Contra Costa Regional Medical Center and Health Centers with no increase in payment limit of \$325,000 and no change to term May 1, 2018 through April 30, 2020. (100% Hospital Enterprise Fund I)
- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bay Area Community Resources, Inc. in an amount not to exceed \$2,352,202 to provide school and community based mental health services to seriously emotionally disturbed children and youth in West Contra Costa County for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$1,176,101. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C. 53** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Muir Orthopaedic Specialists, A Medical Group, Inc., in an amount not to exceed \$4,000,000 to provide orthopedic surgery, urgent care, physical therapy and diagnostic imaging services to Contra Costa Health Plan members for the period November 1, 2019 through October 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 54** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Contra Costa Crisis Center, in an amount not to exceed \$330,591 to provide Mental Health Services Act prevention and early intervention services through a twenty-four hour crisis line for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$165,296. (100% Mental Health Services Act)
- C. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Native American Health Center, Inc., in an amount not to exceed \$249,086 to provide Mental Health Services Act prevention and early intervention services to families of Native American heritage for the period July 1, 2019 through June 30, 2020, including an automatic extension through December 31, 2020, in an amount not to exceed \$124,543. (100% Mental Health Services Act)
- C. 56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with RYSE, Inc., in an amount not to exceed \$503,019 to provide Mental Health Services Act prevention and early intervention services to at-risk youth in West Contra Costa County for the period July 1, 2019 through June 30, 2020, including an automatic extension through December 31, 2020 in an amount not to exceed \$251,506. (100% Mental Health Services Act)

- C. 57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Bay Area Community Services, Inc., in an amount not to exceed \$1,027,741 to provide mental health outreach and support services for homeless and disabled adults with mental illness at the Don Brown Shelter in East Contra Costa County for the period July 1, 2019 through June 30, 2020, including an automatic extension through December 31, 2020 in an amount not to exceed \$513,870. (70% Substance Abuse and Mental Health Services Administration, 16% Mental Health Services Act, 14% by a Project for Assistance in Transition from Homelessness Grant)
- C. 58** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Xingbo P. Sun, M.D. (dba The Sun Healthcare and Surgery Group, Inc.), effective August 1, 2019, to increase the payment limit by \$37,000 to a new payment limit of \$270,000, to provide additional podiatry services at Contra Costa Regional Medical Center with no change in term October 1, 2018 through September 30, 2019. (100% Hospital Enterprise Fund I)
- C. 59** APPROVE and AUTHORIZE the Health Services Director or designee, to execute a contract with Persimmony International, Inc., in an amount not to exceed \$1,075,351, for the hosting, license and maintenance of Persimmony's Electronic Case Management Data system for the period September 1, 2019 through August 31, 2022. (100% Targeted Case Management and Federal Medical Administrative Activities funds)

### **Other Actions**

- C. 60** ADOPT Resolution No. 2019/546 authorizing the issuance and sale of "Moraga Elementary School District General Obligation Bonds, Election of 2016, Series B" in an amount not to exceed \$12,000,000 by the Moraga Elementary School District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code, as recommended by the County Administrator. (No County fiscal impact)
- C. 61** APPROVE the Martinez Animal Shelter Parking Lot and Play Area Expansion Project and take related actions under the California Environmental Quality Act, Martinez (Vine Hill) area. (100% General Fund)
- C. 62** ADOPT Resolution No. 2019/567 conditionally providing for the issuance of revenue bonds in an aggregate amount not to exceed \$25,000,000 to finance the acquisition, construction and rehabilitation of Coggins Square Apartments, an 87-unit multifamily residential rental housing development, located at 1316 Las Juntas Way in the unincorporated Walnut Creek area and approving related actions, as recommended by the Conservation and Development Director. (No fiscal impact)

- C. 63** APPROVE and AUTHORIZE submission of the FY 2018/19 Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing and Urban Development for specific federal programs, as recommended by the Conservation and Development Director. (No fiscal impact)
- C. 64** AUTHORIZE the Auditor-Controller to make a deduction from special tax proceeds at the rate of \$0.09 per special assessment, pursuant to Board Resolution No. 84/332 to mitigate the Assessor's costs to administer the special assessment on behalf of other local agencies, as recommended by the Assessor. (100% General Fund)
- C. 65** APPROVE the list of providers recommended by Contra Costa Health Plan's Peer Review and Credentialing Committee on August 13, 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.
- C. 66** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Oregon Health and Science University to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers to medical residency students for the period September 1, 2019 through August 31, 2024. (No Fiscal Impact)

### **GENERAL INFORMATION**

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

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

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

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

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at

(925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106.

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

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

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

### **STANDING COMMITTEES**

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

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

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

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

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

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

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

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

651 Pine Street, Martinez.

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

COMMITTEE	DATE	TIME	PLACE
Airports Committee	November 13, 2019	11:00 a.m.	See above
Family & Human Services Committee	Special Meeting October 7, 2019	1:00 p.m..	Finance Building 625 Court St.Mtz Room B001
Finance Committee	Special Meeting October 7, 2019	9:00 a.m.	See above
Hiring Outreach Oversight Committee	October 7, 2019	1:00 p.m.	See above
Internal Operations Committee	October 14, 2019	1:00 p.m.	See above
Legislation Committee	October 14, 2019	10:30 a.m.	See above
Public Protection Committee	Special Meeting September 30, 2019	9:00 a.m.	Room 107
Sustainability Committee	Special Meeting December 9, 2019	9:30 a.m.	Room 108
Transportation, Water & Infrastructure Committee	October 14, 2019 Canceled Special Meeting October 7, 2019	11:00 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  
**CCCFPD (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 (CCCFPD)** 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  
**ECCFPD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee

**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of ) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Virus  
**HOME** Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households  
**HOPWA** Housing Opportunities for Persons with AIDS Program  
**HOV** High Occupancy Vehicle  
**HR** Human Resources  
**HUD** United States Department of Housing and Urban Development  
**IHSS** In-Home Supportive Services  
**Inc.** Incorporated  
**IOC** Internal Operations Committee  
**ISO** Industrial Safety Ordinance  
**JPA** Joint (exercise of) Powers Authority or Agreement  
**Lamorinda** Lafayette-Moraga-Orinda Area  
**LAFCo** Local Agency Formation Commission  
**LLC** Limited Liability Company  
**LLP** Limited Liability Partnership  
**Local 1** Public Employees Union Local 1  
**LVN** Licensed Vocational Nurse  
**MAC** Municipal Advisory Council  
**MBE** Minority Business Enterprise  
**M.D.** Medical Doctor  
**M.F.T.** Marriage and Family Therapist  
**MIS** Management Information System  
**MOE** Maintenance of Effort  
**MOU** Memorandum of Understanding  
**MTC** Metropolitan Transportation Commission  
**NACo** National Association of Counties  
**NEPA** National Environmental Policy Act  
**OB-GYN** Obstetrics and Gynecology  
**O.D.** Doctor of Optometry  
**OES-EOC** Office of Emergency Services-Emergency Operations Center  
**OPEB** Other Post Employment Benefits  
**OSHA** Occupational Safety and Health Administration  
**PACE** Property Assessed Clean Energy  
**PARS** Public Agencies Retirement Services  
**PEPRA** Public Employees Pension Reform Act  
**Psy.D.** Doctor of Psychology  
**RDA** Redevelopment Agency  
**RFI** Request For Information  
**RFP** Request For Proposal

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





# Contra Costa County

To: Board of Supervisors  
 From: David O. Livingston, Sheriff-Coroner  
 Date: September 24, 2019

Subject: Temporary Hire of County Retiree - Extension

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## **RECOMMENDATION(S):**

CONSIDER approving and authorizing an extension of temporary employment of retiree Elizabeth Arbuckle through February 28, 2020.

## **FISCAL IMPACT:**

Salary costs are included in the Department's operating budget. This is an extension of the service period, with no change to the estimated labor cost of \$25,000.

## **BACKGROUND:**

Ms. Elizabeth Arbuckle retired from the Office of the Sheriff effective March 28, 2019 after holding the position of Departmental Fiscal Officer within the Personnel and Finance Division since 2011. In that role, Ms. Arbuckle was responsible for providing financial management of a \$243 million department budget, annual levies of police districts and zones, investments and other various required status reports.

On May 28, 2019, Ms. Arbuckle was hired as a temporary employee while the Office of the Sheriff was recruiting to fill the vacant position of the Departmental Fiscal Officer. The position has since been filled and Ms. Arbuckle currently continues to provide cross training and succession

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☒ 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: September 24, 2019

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

Contact:  
925-335-1557

By: , Deputy

cc: Paul Reyes, Heike Anderson, Alycia Rubio

BACKGROUND: (CONT'D)

planning through the end of the term of this assignment, September 30, 2019.

Due to unexpected circumstances, the Supervising Accountant of the SO Fiscal Office will be out on extended leave. Ms. Arbuckle, while employed by the Sheriff as the Fiscal Officer, was the direct supervisor of the Supervising Accountant and has the knowledge and ability to perform these duties during the absence.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to receive Board approval will result in a significant negative impact in the Office of the Sheriff's Personnel and Finance Division's ability to provide financial management and other services for the Department.



# Contra Costa County

To: Board of Supervisors  
 From: Dianne Dinsmore, Human Resources Director  
 Date: September 24, 2019

Subject: 2020 Renewals for NonPERS Health Plans

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## **RECOMMENDATION(S):**

AUTHORIZE the County Administrator, or Designee, to execute contract renewals with the NonPERS Medical, Dental, Vision, Computer Vision Care Program and Life Insurance Plan carriers, including new Health Net medical plans for the period of January 1, 2020 - December 31, 2020.

## **FISCAL IMPACT:**

Premiums for active, retired and survivor enrollees are funded by a combination of charges to County Departments, Special Districts, and employee/retiree/survivor contributions. The fiscal impact is based on projections of 2020 using 2019 census data with no adjustment for future migration between plans. The 2020 projected total premium cost for active employees is approximately \$118.0 million; 2019 is expected to reach \$115.0 million by year end. The currently negotiated cost to the County is \$99.9 million of that total (\$93.8 million in 2019). Due to negotiated increases in County subsidy for the majority of active employees, the projected County cost increase for 2020 is more than the total increased premium cost.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

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

Contact:  
925-335-1776

By: , Deputy

cc: All County Departments (via CAO)

## FISCAL IMPACT: (CONT'D)

>

Premiums for existing Health Net plans will increase by 5.0%. Additionally, there will be new medical plans offered through Health Net. Premiums for Kaiser Plans will increase by .22%, and premiums for CCHP Plans will increase by 9.866%. The Delta Dental PPO Plan premium equivalency will increase by 1.0%. There will be a decrease to the Computer Vision Care plan rates of 18.56%. There were no increases to the Delta Care HMO plan, the VSP Voluntary Vision, the Voya Basic Life/AD & D or Supplemental Life Insurance plans.

New Health Net plans will replace the existing Health Net plans for active employees represented by AFSCME Local 2700, AFSCME Local 512, SEIU Local 1021, Public Employees Union Local 1, Contra Costa Public Defenders Association, Deputy Sheriffs Association Probation and Probation Supervisors Units, Deputy District Attorneys Association, IFPTE Local 21, Western Council of Engineers, Teamsters Local 856 and for unrepresented employees. Both the new and existing Health Net plans will be available to retirees in 2020.

## BACKGROUND:

Insurance coverage is an important benefit and a valuable recruitment and retention tool. To ensure that high quality insurance is available for eligible Contra Costa County employees and retirees, the County contracts for group medical, dental, life insurance, voluntary vision insurance, as well as computer vision care coverage, on an annual basis with a number of carriers/providers. The County's existing insurance and coverage contracts are for the calendar year and expire December 31, 2019.

To assist the County in negotiating the best possible health care terms for our active and retired employees, the County contracts with a consultant, who has expertise in public sector employee benefit plan design and rate structure. All medical insurance contracts continue to offer essential medical benefits and coverage compliant with the requirements of the Affordable Care Act (ACA).

In 2018, the County received a formal request to bargain as a Union Coalition over healthcare by AFSCME Local 512, AFSCME Local 2700, Contra Costa Public Defenders Association, Deputy District Attorneys Association, IFPTE Local 21, Physicians & Dentists Organization of Contra Costa, Public Employees Union Local 1, SEIU Local 1021, and Western Council of Engineers. The County agreed to discuss the issue in the context of a contract extension. Like the Coalition, the County wanted to explore options that would meet the needs of our employees and provide financial stability for the County.

After successful bargaining, the County and Union Healthcare Coalition reached agreement on changes to healthcare subsidies described below. Additionally, agreement was reached to expand the purview of the Joint Labor/Management Benefit Committee. The agreement was to work together as equal partners to 1) identify a new medical plan carrier to replace Health Net, 2) explore the costs of other plan options as possible future replacements with the goal of beginning with the 2020 plan year (any replacement plans selected must not increase the County's retiree health costs):

- The new medical plan carrier that will replace Health Net must include an HMO plan and one plan providing out-of-network provider coverage. All nine (9) Coalition Union/Association representatives on the Benefit Committee and the County have agreed on the new medical plan carrier to replace Health Net, the new medical plan will replace Health Net for all Coalition Unions/Associations the following January 1.

- Each year, County will coordinate a team composed of the County, the County's benefits consultant, and Union/Association Benefit Committee representatives, to work as equal partners to provide input for the annual negotiations with the medical plan providers over the plan premiums for the next plan year. The team will have authority to make information requests, request and observe presentations by the County's healthcare consultant regarding premium rates and ask questions, and help guide the strategy of the County in the annual negotiations.
- County and Unions/Associations of the Coalition will jointly work to educate employees regarding the cost benefits of lower cost plans, including the Kaiser High Deductible Health Plan.
- County and Union/Association Benefit Committee representatives will jointly work as equal partners to seek plan design changes across all plans that would reduce costs and improve quality of care.

On December 4, 2018, the County adopted Resolution No. 2018/576 approving Side Letters between the County of Contra Costa and AFSCME Local 512, AFSCME Local 2700, IFPTE Local 21, Public Employees Union Local 1, SEIU Local 1021, and Western Council of Engineers providing, for MOU extensions, wages, healthcare, and reopener. Subsequently, the County reached similar agreement with the Contra Costa Public Defenders Association, the Deputy District Attorneys Association, Teamsters 856, and the DSA Probation and Probation Supervisors Units. the County is currently in negotiations with the Physicians and Dentists Organization of Contra Costa County.

As the result of the exhaustive work of the JLMBC over eight months, there will be new medical plans available for the majority of County employees and all non-PERS retirees through Health Net as of January 2020. The new Health Net plans have a revised "narrow network" provider list and modified plan design, resulting in reduced premiums compared to the existing Health Net plans .

Beginning January 1, 2020, the County subsidy, for the majority of employees eligible for NonPERS medical plans, will be an amount up to 75% of the second lowest priced non-deductible HMO plan for Employee and Employee +1, and 76.5% for Employee +2 or more. Based on the 2020 proposed rates, CCHP Plan A will be used for subsidy calculations:

<b><u>Coverage Type</u></b>	<b><u>CCHP Plan A Premium</u></b>	<b><u>%County Subsidy</u></b>	
Employee Only	\$892.18	75%	\$669.14
Employee +1	\$1,784.34	75%	\$1,338.26
Employee +2/More	\$2,676.54	76.5%	\$2,047.55

In order to ensure uninterrupted coverage for enrolled members (eligible active employees, retired employees and survivors of retired employees) staff requests authorization from the Board of Supervisors to renew existing insurance coverage and implement the new Health Net plan at the rates provided in the Attachment. The chart reflects the different premium structures - either Two Tier or Three Tier - based on what has been negotiated with various bargaining groups. Rate sheets, by bargaining group for actives and retirees, for the 2020 plan year reflecting County subsidies and employee/retiree costs will be available within the next two weeks. These sheets will be posted on the Employee Benefit website.

In summary for 2020, there will be new narrow network medical plans offered by Health Net, an increase of 1% will be applied to the Delta PPO premium equivalency and the Computer Vision Care

(CVC) Plan premium will decrease. There is no increase to Supplemental & Basic Life insurance, the Delta Care HMO plan premiums or the VSP Voluntary Vision plan.

CONSEQUENCE OF NEGATIVE ACTION:

In order to prevent the disruption of services for group benefits that are offered to eligible employees, retirees and dependents, it is necessary to execute contract renewals prior to open enrollment which is planned for October 2019 for the 2020 plan year. Additionally, Government Code Section 31692 requires that the County notify retirees of any proposed changes 90 days before the beginning of the plan year. If new plans are to be added, these time restrictions require adoption of rates in September 2019

ATTACHMENTS

Attachment - 2020 NonPERS Renewal Rates BOS

## NonPERS Medical, Dental, Vision, CVC and Life Insurance Renewal Rates

EXISTING PLANS and PERCENTAGE of RATE INCREASE or DECREASE

### NonPERS Medical Plans

3 Tier Rate Structure	Coverage	2019	2020	% of Change
Contra Costa Health Plan A	Employee (EE)	\$812.06	\$892.18	9.9%
	EE + 1	\$1,624.10	\$1,784.34	9.9%
	EE + 2 or more	\$2,436.18	\$2,676.54	9.9%
Contra Costa Health Plan B	Employee (EE)	\$900.19	\$989.00	9.9%
	EE + 1	\$1,800.37	\$1,978.00	9.9%
	EE + 2 or more	\$2,700.56	\$2,967.00	9.9%
Kaiser Permanente Plan A	Employee (EE)	\$877.30	\$879.23	0.22%
	EE + 1	\$1,754.60	\$1,758.46	0.22%
	EE + 2 or more	\$2,631.90	\$2,637.69	0.22%
Kaiser Permanente Plan B	Employee (EE)	\$697.28	\$698.82	0.22%
	EE + 1	\$1,394.56	\$1,397.64	0.22%
	EE + 2 or more	\$2,091.84	\$2,096.46	0.22%
Kaiser Permanente HDHP	Employee (EE)	\$559.68	\$560.90	0.22%
	EE + 1	\$1,119.36	\$1,121.80	0.22%
	EE + 2 or more	\$1,679.04	\$1,682.70	0.22%
Teamsters Local Union No. 856	Employee (EE)	\$720.00	\$690.80	-4.1%
Trust Fund KP Health Plan	EE + 1	\$1,369.00	\$1,423.76	4.0%
	EE + 2 or more	\$1,909.00	\$2,043.36	7.0%
<b>Health Net SmartCare HMO A (new plan)</b>	Employee (EE)	N/A	\$1,322.48	N/A
	EE + 1	N/A	\$2,644.96	N/A
	EE + 2 or more	N/A	\$3,967.44	N/A
<b>Health Net SmartCare HMO B (new plan)</b>	Employee (EE)	N/A	\$942.98	N/A
	EE + 1	N/A	\$1,885.96	N/A
	EE + 2 or more	N/A	\$2,828.94	N/A
Health Net CA & OOS PPO Plan A	Employee (EE)	\$2,340.40	\$2,691.46	15.0%
	EE + 1	\$4,680.80	\$5,382.92	15.0%
	EE + 2 or more	\$7,021.20	\$8,074.38	15.0%
Health Net HMO Plan A (PDOCC Only)	Employee (EE)	\$1,677.56	\$1,761.04	5.0%
	EE + 1	\$3,355.12	\$3,522.08	5.0%
	EE + 2 or more	\$5,032.68	\$5,283.12	5.0%
Health Net HMO Plan B (PDOCC Only)	Employee (EE)	\$1,166.55	\$1,224.60	5.0%
	EE + 1	\$2,333.10	\$2,449.20	5.0%
	EE + 2 or more	\$3,499.65	\$3,673.80	5.0%

2 Tier Rate Structure *	Coverage	2019	2020	% of Change
Contra Costa Health Plan A	Employee (EE)	\$876.31	\$962.77	9.9%
	Family	\$2,087.84	\$2,293.83	9.9%
Contra Costa Health Plan B	Employee (EE)	\$971.40	\$1,067.24	9.9%
	Family	\$2,308.20	\$2,535.93	9.9%
Kaiser Permanente Plan A	Employee (EE)	\$958.66	\$960.76	0.22%
	Family	\$2,233.68	\$2,238.57	0.22%
Kaiser Permanente Plan B	Employee (EE)	\$781.64	\$783.35	0.22%
	Family	\$1,821.23	\$1,825.21	0.22%
Health Net HMO Plan A	Employee (EE)	\$1,796.27	\$1,885.66	5.0%
	Family	\$4,400.86	\$4,619.87	5.0%
Health Net HMO Plan B	Employee (EE)	\$1,249.09	\$1,311.25	5.0%
	Family	\$3,060.27	\$3,212.56	5.0%
Health Net CA & OOS PPO Plan A	Employee (EE)	\$2,420.31	\$2,783.36	15.0%
	Family	\$5,760.34	\$6,624.40	15.0%

\* The 2 Tier Rate Structure only applies to CNA Actives and Early Retirees

2 Tier Rate Structure	Coverage	2019	2020	% of Change
Contra Costa Health Plan A2	Employee (EE)	\$668.40	\$734.56	9.9%
	Family	\$1,495.14	\$1,643.16	9.9%

#### NonPERS Medicare Coordination of Benefits (COB) Plans

3 Tier Rate Structure	Coverage	2019	2020	% of Change
Contra Costa COB Health Plan A	Retiree	\$403.04	\$442.80	9.9%
	2 Medicare	\$806.09	\$885.61	9.9%
Contra Costa COB Health Plan B	Retiree	\$415.13	\$456.09	9.9%
	2 Medicare	\$830.27	\$912.18	9.9%
Health Net HMO A COB Plan	Retiree	\$877.90	\$899.85	2.5%
	2 Medicare	\$1,755.80	\$1,799.70	2.5%
Health Net HMO B COB Plan	Retiree	\$816.21	\$836.62	2.5%
	2 Medicare	\$1,632.42	\$1,673.24	2.5%
Health Net SmartCare HMO A COB (new plan)	Retiree	N/A	\$891.07	N/A
	2 Medicare	N/A	\$1,782.14	N/A
Health Net SmartCare HMO B COB (new plan)	Retiree	N/A	\$816.21	N/A
	2 Medicare	N/A	\$1,632.42	N/A
Health Net CA & OOS COB PPO Plan A	Retiree	\$1,201.53	\$1,231.57	2.5%
	2 Medicare	\$2,403.06	\$2,463.14	2.5%
2 Tier Rate Structure*	Coverage	2019	2020	% of Change
Contra Costa COB Health Plan A	Retiree	\$403.04	\$442.80	9.9%
	2 Medicare	\$806.09	\$885.61	9.9%
Contra Costa COB Health Plan B	Retiree	\$415.13	\$456.09	9.9%
	2 Medicare	\$830.27	\$912.18	9.9%
Health Net HMO A COB Plan	Retiree	\$877.90	\$899.85	2.5%
	2 Medicare	\$1,755.80	\$1,799.70	2.5%
Health Net HMO B COB Plan	Retiree	\$816.21	\$836.62	2.5%
	2 Medicare	\$1,632.42	\$1,673.24	2.5%
Health Net CA & OOS COB PPO Plan A	Retiree	\$1,201.53	\$1,231.57	2.5%
	2 Medicare	\$2,403.06	\$2,463.14	2.5%

\* The 2 Tier Rate Structure only applies to CNA Actives and Early Retirees

#### Medicare Senior Advantage Plans

3 Tier Rate Structure	Coverage	2019	2020	% of Change
Kaiser Senior Advantage Plan A	Retiree	\$368.50	\$386.21	4.8%
	2 Medicare	\$994.77	\$1,042.60	4.8%
Kaiser Senior Advantage Plan B	Retiree	\$279.36	\$292.77	4.8%
	2 Medicare	\$753.85	\$790.08	4.8%
Health Net Seniority Plus Plan A	Retiree	\$595.96	\$663.07	11.3%
	2 Medicare	\$1,191.92	\$1,326.14	11.3%
Health Net Seniority Plus Plan B	Retiree	\$500.31	\$556.65	11.3%
	2 Medicare	\$1,000.62	\$1,113.30	11.3%
2 Tier Rate Structure	Coverage	2019	2020	% of Change
Kaiser Senior Advantage Plan A	Retiree	\$368.54	\$386.24	4.8%
	2 Medicare	\$995.39	\$1,043.20	4.8%
Kaiser Senior Advantage Plan B	Retiree	\$279.40	\$292.80	4.8%
	2 Medicare	\$754.47	\$790.68	4.8%
Health Net Seniority Plus Plan A	Retiree	\$595.96	\$663.07	11.3%
	2 Medicare	\$1,191.92	\$1,326.14	11.3%
Health Net Seniority Plus Plan B	Retiree	\$500.31	\$556.65	11.3%
	2 Medicare	\$1,000.62	\$1,113.30	11.3%



## Dental

2 Tier & 3 Tier Rate Structure	Coverage	2019	2020	% of Change
Delta Dental PPO ASO Fees	N/A	\$5.03	\$5.03	No change
Delta Dental PPO	Employee (EE)	\$46.06	\$46.52	1.0%
	EE + 1 (Family)	\$104.04	\$105.08	1.0%
	EE + 2 or more (Family)	\$104.04	\$105.08	1.0%
Delta Care HMO	Employee (EE)	\$29.06	\$29.06	No change
	EE + 1 (Family)	\$62.81	\$62.81	No change
	EE + 2 or more (Family)	\$62.81	\$62.81	No change

## Vision

		2019	2020	% of Change
VSP Computer Vision Care Plan (CVC)	Employee (EE)	\$4.31	\$3.51	-18.56%
VSP Voluntary Vision Plan (3-tier)	Employee (EE)	\$10.08	\$10.08	No Change
	EE + 1	\$20.14	\$20.14	No Change
	EE + 2 or more	\$32.44	\$32.44	No Change

## Life Insurance

	2019	2020	% of Change
VOYA Basic Life AD&D Program	\$0.08/\$1000	\$0.08/\$1000	No change

VOYA Supplemental Life AD&D Program			
Employee and Spouse Age:	Rate per \$1000	Rate per \$1000	No change
0-24	\$0.07	\$0.07	No change
25-29	\$0.08	\$0.08	No change
30-34	\$0.10	\$0.10	No change
35-39	\$0.11	\$0.11	No change
40-44	\$0.16	\$0.16	No change
45-49	\$0.26	\$0.26	No change
50-54	\$0.42	\$0.42	No change
55-59	\$0.65	\$0.65	No change
60-64	\$1.01	\$1.01	No change
65-69	\$1.82	\$1.82	No change
≥ 70	\$3.52	\$3.52	No change
Dependent Children (Supp. Life only):			
\$5,000	\$0.80	\$0.80	No change
\$10,000	\$1.60	\$1.60	No change



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: September 24, 2019

Subject: Development Agreement for the Ball Estates Subdivision Project (#SD13-9338) in Alamo

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**RECOMMENDATION(S):**

1. OPEN the public hearing on Ordinance No. 2019-26, CONSIDER testimony, and CLOSE the public hearing.
2. CERTIFY that the environmental impact report prepared for the Ball Estates Project was completed in compliance with the California Environmental Quality Act (CEQA), was reviewed and considered by the Board of Supervisors before Project approval, and reflects the County's independent judgment and analysis.
3. CERTIFY the environmental impact report prepared for the Ball Estates Project.
4. ADOPT the attached CEQA Findings for the Project.
5. ADOPT the Mitigation Monitoring and Reporting Program for the Project.
6. SPECIFY that the Department of Conservation and Development, located at 30 Muir Road, Martinez,

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Jennifer Cruz, (925)  
674-7790

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

By: , Deputy

cc:

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

CA, is the custodian of the documents and other material which constitute the record of proceedings upon which the decision of the County Planning Commission is based.

7. ACKNOWLEDGE that, on August 14, 2019, the County Planning Commission approved a vesting tentative map for the Ball Estates Subdivision project, and that no appeal was filed; and ACKNOWLEDGE that the Planning Commission recommended that the Board of Supervisors adopt an ordinance approving the development agreement.

8. APPROVE the Ball Estates Subdivision project.

9. ADOPT Ordinance No. 2019-26 approving a development agreement between Contra Costa County and DWB Property, LLC, et al., for the Ball Estates Project development.

10. DIRECT the zoning administrator to conduct an annual review of the development agreement in accordance with Board of Supervisors' Resolution No. 85/412.

11. DIRECT the Clerk of the Board of Supervisors to record the development agreement in the Official Records of the Contra Costa County Clerk-Recorder within 10 days after the development agreement has been executed by all parties.

12. APPROVE and AUTHORIZE the Director of Conservation and Development, or designee, to execute, on behalf of the County, an indemnity agreement with the developer consistent with Condition of Approval No. 3.

13. DIRECT the Department of Conservation and Development to file a CEQA Notice of Determination with the County Clerk.

### FISCAL IMPACT:

The applicant has paid the necessary application deposit, and is obligated to pay supplemental fees to cover all additional costs associated with the application process.

### BACKGROUND:

#### Project Summary:

The Ball Estates major subdivision project includes a phased vesting tentative map to subdivide an approximately 61-acre site into 35 residential lots, three open space lots (Parcels A, B, C), and a staging area on Lot 21. The construction of roads, utilities, and ancillary services associated with the residential lots is included in the project, as well as the demolition of two existing residences, office buildings, and auxiliary structures. The project includes a tree permit for the removal of approximately 469 trees and proposed impact to an additional 205 trees. Exceptions to certain Title 9 requirements are also included in the project. The project also includes a development agreement between the County and the applicant for the project.

### County Planning Commission Hearing

The project was heard before the County Planning Commission on August 14, 2019. During the public hearing, testimony was accepted from the applicant and members of the public. After accepting testimony and closing the public hearing for the project, the County Planning Commission passed a motion (4-1) to approve the subdivision (#SD13-9338) which included a recommendation that the Board

of Supervisors adopt the development agreement prepared for the project. The Planning Commission's motion also included modifications to the conditions of approval. No appeal was filed on the subdivision approval.

### Development Agreement

The applicant has submitted a request for approval of a Development Agreement between the County and DWB Property, LLC, et al. A few of the applicant's primary goals for requesting the proposed development agreement are to ensure the ability to proceed with development of the property in accordance with applicable law in effect at the time of approval, to reduce economic risk, and to provide procedural guidance for all parties in relation to the more unique elements of the project (e.g. indemnity agreement, maintenance agreement, developer funding obligation, etc.). The proposed development agreement also includes a commitment by DWB Property, LLC, et al. to pay the County \$50,000 for use towards reviewing and considering an update to the County's tree ordinance, Chapter 816-6 of the County Ordinance Code. The development agreement will have a 15-year term. The development agreement extends the term of the vesting tentative map through the term of the development agreement. The term may be extended due to an "enforced delay," or tolled due to a third-party lawsuit, initiative, or referendum. The development agreement and Ordinance No. 2016-26 are attached.

Staff recommends that the Board of Supervisors approve the project, certify the environmental impact report, adopt Ordinance No. 2019-26 approving this development agreement for the project, and take the other actions set forth above. An electronic copy of the environmental impact report is available at [www.cccounty.us/ballestates](http://www.cccounty.us/ballestates). A copy of the environmental impact report may be viewed at the Clerk of the Board of Supervisors' office.

### CONSEQUENCE OF NEGATIVE ACTION:

In the event that the Board does not adopt the development agreement, there will be no development agreement between the applicant and the County and the provisions of the agreement will have no effect including extending the life of the vesting tentative map 15 years, instead of the normal three years as allowed by County code which could be extended as provided for within California Subdivision Map Act.

### ATTACHMENTS

Findings

Conditions of Approval

Parcel Page

General Plan Map

Zoning Map

Aerial Photograph

Vesting Tentative Map 08-13-19

Ordinance No. 2019-26

Development Agreement

Mitigation Monitoring Reporting Program

**FINDINGS AND CONDITIONS OF APPROVAL AS APPROVED BY THE COUNTY  
PLANNING COMMISSION ON AUGUST 14, 2019**

**A. CEQA FINDINGS**

1. The Contra Costa County Planning Commission adopts the following findings for certification of the EIR and approval of the Ball Estates project, pursuant to the California Environmental Quality Act, California Public Resources Code, Sections 21000, et seq. the Guidelines for Implementation of CEQA, Title 14 of the California Code of Regulations, Sections 15000, et seq. ("CEQA Guidelines") and the County's CEQA Guidelines.
2. Pursuant to the Public Resources Code Section 21081 and CEQA Guidelines Section 15901, no public agency shall approve and carry out a project where an Environmental Impact Report (the "EIR") has been certified, which identifies one or more significant impacts on the environment that would occur if the project is approved, unless the public agency makes one or more of the following three findings for each of those significant impacts, accompanied by a brief explanation of the rationale for each finding:
  - a) Changes or alternations have been required in, or incorporated into, the project which mitigate or avoid the significant effect on the environment;
  - b) Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency;
  - c) Specific economic, legal, social technological, or other consideration, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report.
3. The Ball Estate, 35-Lot Subdivision Project, did not present any significant impacts that cannot be mitigated to a less-than-significant impact level.

## PROJECT AND EIR FINDINGS

### Certification of EIR

The Commission finds that the EIR has been completed in compliance with CEQA; that the Commission reviewed and considered the information contained in the EIR prior to approving the project; and the EIR reflects the County's independent judgment and analysis.

### Impact Conclusions and Mitigation Measures

Attachment B (the Mitigation, Monitoring Reporting Program [MMRP]) is attached to these findings and is hereby adopted by the Commission, and is incorporated into these findings. The mitigation measures will feasibly reduce or avoid the potentially significant and significant impacts of the project to less-than-significant levels, and will reduce some less-than-significant impacts as well. In adopting these mitigation measures, the Commission intends to adopt each of the mitigation measures identified by the EIR.

The various documents and other materials constitute the record upon which the Commission bases these findings and the approvals contained herein. These findings cite specific pieces of evidence, but none of the Commission's findings are based solely on those pieces of evidence. These findings are adopted based upon the entire record, and the Commission intends to rely upon all supporting evidence in the record for each of its findings. The location and custodian of the documents and materials that comprise the record is Contra Costa County, Department of Conservation and Development, 30 Muir Road, Martinez, CA, 94553, telephone (925) 674-7205.

## **B. Growth Management Findings**

1. Traffic: Policy 4-c under the Growth Management Program (GMP) of the County's General Plan requires a traffic impact analysis be conducted for any project that is estimated to generate 100 or more AM or PM peak-hour trips. The project is to allow 35 residential lots, a parcel for a staging (parking) area, and three open space parcels. The project would generate a low volume of trips (32 trips during the AM peak hour and 43 vehicle drips during the PM peak hours, plus additional trips that could be generated by the proposed staging area), but nonetheless, a traffic study was prepared for the project. Trips during peak-hour associated with the staging area would likely travel against the flow of peak-hour commuter. Construction period would generate up to 60 total daily trips during peak hour. The number of trips generated during construction are temporary and substantially below trip generation during project operation.

2. Water: The project is an in-fill site that is currently serviced East Bay Municipal Utility District (EBMUD). Uses on-site would include 35 residences and irrigation of landscaped areas, a staging (parking) area, and three open space parcels. Based on the project's 35 homes, which would add a population of 105 to EBMUD's service area. Given this, the project would demand approximately 63,000 gpd, or 0.063 mgd. EBMUD's average system demand from 2006-2010 was approximately 197 mgd. Therefore, the project will increase demand by less than 0.1 percent. The project would result in no additional water demand nor require additional water supply capacity beyond what has already been projected and planned.
3. Sanitary Sewer: The project is within the service area of the Central Contra Costa Sanitary District (CCCSD) who provides wastewater services for the project. Based on the residential demand factors utilized by CCCSD, the project would generate approximately 7,000 gsd (0.007 mgd) of wastewater. Projected wastewater flows associated with the project would result in a negligible (0.002 percent) increase in wastewater volume to the facility. No new treatment facilities would be required to accommodate this demand. CCCSD has identified that the existing wastewater sewer lines serving the project vicinity have sufficient capacity to accommodate projected wastewater flow volumes.
4. Fire Protection: The San Ramon Valley Fire Protection District provides service to the project site. The District provided comments requiring compliance with applicable fire codes and regulations. Additionally, the project includes an emergency vehicle access (EVA) easement that has been reviewed by the District. There is no significant increase in demand for fire services expected as a result of the project.
5. Public Protection: As the project will add to the County's population, Condition of Approval (COA) #12, requires that prior to the recording of the final map, the owner of the property shall participate in establishing a special tax for the parcels created by this subdivision. The collected tax money will be used to augment existing police services to accommodate for the incremental increase in population as a result of the subdivision.
6. Parks and Recreation: As the project will add to the County's population, COA #9 and #10 requires the project proponent to pay applicable Park fees per unit. The Park Impact fee collected will be used for acquisition of parkland and development of parks and recreational facilities. The Park Dedication requirement allows the developer of land for residential use to dedicate land, pay an in-lieu fee, or a

combination of both for neighborhood and community park or recreational purposes. In addition, a staging area that includes 19 parking spaces and a restroom will be located on Lot 21. The staging area is a unique amenity that will be open to the general public and will benefit the community at large, rather than simply benefitting the local residents.

7. Flood Control and Drainage: The project is not within the 100-year flood boundary as designated on the Federal Emergency Flood Rate Maps. No special requirements per the Federal Flood Insurance Program and the County Flood Plain Management Ordinance (Ordinance No. 2000-33) will be applicable to this subdivision.

Stormwater flows onto the site from Las Trampas Ridge to the west. There are three distinct watershed basins that drain to the subject property. The primary one, encompassing 157 acres, flows through the middle of the site, into an existing storm drain system in Camille Avenue. The other two smaller basins, both approximately 28 acres are located north and south of the primary drainage area. The northern basin does not have a well-defined drainage course and sheet flows to Ironwood Place and the adjacent subdivision to the east. The southern area drains to a small watercourse that flows through the rear yards of homes along Forest Lane.

All runoff from the northern area and a large portion of the southern area are proposed to be intercepted by on-site subdivision improvements and routed to the Camille Avenue storm drain. An exception to the off-site collect and convey requirements is necessary to accommodate this diversion. The Camille Avenue storm drain was designed by the County in the early 1960's and assumed a much more intense development of the Las Trampas Ridge area. Due to General Plan changes in the intervening decades and the transfer of property to EBRPD, the contributing watershed west of this site will remain open space. The Preliminary Drainage Study received on June 22, 2018, that indicates the residual design capacity of the Camille Avenue storm drain is sufficient to accept the proposed runoff from the north and south drainage basins, which should be of benefit to the downstream properties currently receiving these storm waters. Exceptions to the County's structure setback requirements from natural watercourses is included in the project. The only significant watercourse subject to the setback requirements is the creek conveying runoff from the central drainage basin along the north side of Lots 30 and 23, then traversing Lots 22 and 25. Portions of this creek are being restored as part of this subdivision. In other cases, there is a significant difference



in elevation between the left and right top of banks, for which conformance with the setback standards would be an undue burden on the higher lots.

### C. Tentative Map Findings

1. Required Finding: The advisory agency shall not approve a tentative map unless it finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the applicable general plan required by law.

*Project Finding: The project is located within the Alamo community, where immediate uses includes primarily low-density single-family residences. The project is to subdivide an approximately 61-acre property into 35-residential lots, a parcel for a staging (parking) area, and three open space parcels. The General Plan land use designation for approximately 21 acres of the project site is Single-Family Residential-Low Density, which comprises of the 35 lots and approximately 1.42 acres for Parcel A. The remaining 40 acres of the project site has a General Plan land use designation of Open Space.*

*The SL designation allows 1.0 – 2.9 units per net acre. The net acreage of the SL designated area is 19.83 acres (approximately 1.86 acres of the 21.69 acres will be used for right-of-way), which would allow 20 – 58 units. The project results in 35 residential lots, within the number of units allowed. Further, 35-residential lots would have a density of 1.76 units per net acre, which is within the SL density range. The portions of the project site proposed for residential development are located within the Urban Limit Line and the project is an infill development, as the lower portions are surrounded by existing development and have access to necessary utility connections. Overall, the project is consistent with the applicable policies for the SL land use designation.*

2. Required Finding: The advisory agency shall not approve a tentative map unless it shall find that the proposed subdivision fulfills construction requirements.

*Project Finding: The project will comply with the collect and convey regulations, storm drainage facilities, and design standards for private roads. Additionally, compliance with the California Building Code and all applicable County Ordinances is required for grading of the property and construction of residential buildings.*

**D. Findings for Granting an Exception to the Subdivision Ordinance (Title 9) Requirements**

In accordance with Section 92-6.002 of said Code, the following findings are required by the advisory agency to consider in granting each exception request:

- 1) That there are unusual circumstances or conditions affecting the property.
- 2) That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.
- 3) That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

Accordingly, the exception requests, discussion points and evidence supporting the reventant findings are as follows:

1. 92-4.018 – Cul-de-sac (maximum length)

*The County Subdivision Ordinance limits cul-de-sacs to 700 linear feet, serving a maximum of 16 lots. Ironwood Place is 1000 feet long, serving 14 lots (not including Irongate Court, another intersecting cul-de-sac). The on-site extension of Camille Avenue is also 1000 feet long and serves 21 lots. The project site is abundant with native and valued, exotic trees, of which a large amount will be preserved.*

*Grading with the natural contour of the land and the placement of streets to provide access were carefully considered to minimize impacts and/or the removal of highly rated trees. Restrictions relative to long cul-de-sacs are important to address access and safety for emergency response. To address this concern, an Emergency Vehicle Access (EVA) easement will be provided from the on-site extension of Ironwood Place to the existing terminus of Ironwood Place north of Lots 5 and 6. The cul-de-sacs were designed to avoid tree impacts, while the EVA provides an overall improvement to emergency vehicle circulation. Providing an EVA connecting neighborhoods is a major safety improvement to the area.*

Project Findings:

- 1) That there are unusual circumstances or conditions affecting the property.

*The subdivision, like many of the existing neighboring streets in the surrounding area, is only accessible from Camille Avenue and Ironwood Place. The project site is abundant with native and some valued, specimen, exotic trees which are to be preserved.*

- 2) That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.

*To minimize the removal of the highly rated trees on the site by grading with the natural contour of the land, streets were placed to provide access while limiting impacts to, and preserving these assets.*

- 3) That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

*The project creates a new emergency vehicle access route to the Hemme Avenue neighborhoods constituting an overall improvement to emergency vehicle circulation.*

2. 96-8.402 – Locations (of sidewalks)

*Most of the streets in this area have no sidewalks, but there is a pedestrian path along the south side of Camille Avenue for its entire length. This exception request relates to the sidewalk requirements of the Ordinance Code. Typically, sidewalks would not be required in this zoning district, but are required in this case due to the proximity to Rancho Romero Elementary School. To minimize tree loss and to keep in character with the neighborhood, the applicant has requested an exception from the requirement, but is willing to install sidewalks along one side of the more prominent streets in the subdivision. The sidewalk improvements will provide safe and continuous pedestrian access within the project site and will not be detrimental to the public welfare or injurious to other property.*

Project Findings:

- 1) That there are unusual circumstances or conditions affecting the property.

*The property is a relatively isolated, rural character, and heavily wooded. The Property runs from the end of Camille Avenue, westward to the Las Trampas Regional Wilderness. It is not connecting one residential area to another, but instead constitutes a large lot subdivision, which transitions from protected wilderness to single-family residential development. Thus, there is no "through" pedestrian traffic nor a need to connect existing sidewalks. The Project's proposed sidewalks are sufficient to provide for the pedestrian safety of children and other residents while remaining in character with surrounding development. Camille Avenue, the primary access road off Danville Blvd., has sidewalks on only one side and the Ironwood Subdivision, immediately adjacent to the east, has no sidewalks within its streets.*

*The heavily wooded nature of the Project site dictates that the provision of sidewalks will require removal of additional trees. The intent of the applicant is to remove as few trees as possible in order to retain the natural, rustic feel of the area. Pedestrian safety is the overriding concern, but the traffic report for the Project indicates the proposed sidewalk system guarantees the safety of pedestrians while allowing the preservation of many trees, which is important for environmental reasons.*

- 2) That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.

*The applicant is proposing to develop wooded and environmentally sensitive property in a way that will have as little impact as possible and to save as many mature trees as possible. The developers of other properties in the area have not provided sidewalks. Most proposed subdivisions are not faced with the need to minimize paving and grading to protect the maximum number of trees.*

- 3) That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

*Safe pedestrian access within the project to Rancho Romero School is provided by installing the sidewalks on A Drive, B Court and the extension of Ironwood Place. An existing sidewalk on only the south side of Camille Ave. connects with the Iron Horse Regional Trail that leads to the school from Camille Ave. The sidewalk improvements will provide safe pedestrian access within the project and will not be detrimental to the public welfare or injurious to other property.*

*The traffic report prepared for the Project examined the sidewalk system proposed and concluded it was safe and efficient for pedestrian safety.*

3. 98-8.208 – Crown (at cul-de-sac)

*This exception request is related to the end of street turnarounds near the terminus of Camille Avenue. This Code section states "...the pavement crown and geometric design of the street cross-section shall be shown and dimensioned on the improvement plans, and shall conform to accepted design standards. The minimum cross-slope shall be two percent." The design policy for cul-de-sacs is described on the County Improvement Plan Check List as, "Cul-de-sacs all have 1% to 4% cross slope between gutter lip and high point."*

*The proposed public cul-de-sac at the end of Camille Ave. and the project entrance to "A" Drive has several trees along its circumference. To design this cul-de-sac and minimize impact to the trees, cross slopes of the pavement will exceed the minimum cross-slopes in Section 98-8.208 - Crown, and as indicted in the County's improvement plan checklist. Granting this exception minimizes grading and thus reduces tree loss and relaxes transitional slopes to the existing Camille Lane, which intersects near the beginning of the cul-de-sac.*

Project Findings:

1) That there are unusual circumstances or conditions affecting the property.

*The terrain at the site is fixed at Camille Lane and trees exist at its circumferential perimeter. A public cul-de-sac is required at the end of the public street.*

- 2) That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.

*The gradient of the cul-de-sac is designed to accommodate vehicular access in conjunction with existing grades. The exception is requested to reduce impacts to trees and to meet transitionally with the existing Camille Lane.*

- 3) That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

*The cul-de-sac is being constructed on the property at the end of Camille Ave. of the project and will be dedicated to the public. Vehicles entering the intersection from any direction will have adequate sight lines for safety, complying with code requirements. The exception will not adversely affect public welfare or other property.*

4. 914-2.004 - Offsite collect and convey requirements (diversion of runoff)

*This Code requirement includes a caveat that conveyance of storm waters off-site cannot be diversion from the existing drainage patterns. The Camille Avenue storm drain was designed by the County in the early 1960's and assumed a much more intense development of the Las Trampas Ridge area. Due to General Plan changes in the intervening decades and the transfer of property to East Bay Regional Park District (EBRPD), the contributing watershed west of this site will remain open space. A Preliminary Drainage Study received on June 22, 2018, indicates the residual design capacity of the Camille Avenue storm drain is sufficient to accept the proposed runoff from the north and south drainage basins, which should be of benefit to the downstream properties currently receiving these storm waters.*

Project Findings:

- 1) That there are unusual circumstances or conditions affecting the property.

*Storm water entering the northern portion of the site currently discharges to an inadequate swale behind homes fronting Irongate Court adjacent to the project. The proposed drainage system will intercept this runoff and divert it to an adequate system within the project which will convey it to*

*the Camille Avenue drainage system. This small diversion improves drainage, and reduces flood risks to adjacent properties.*

*Similarly, runoff entering the southern portion of the subdivision are conveyed to an inadequate culvert across Camille Lane and in large storms, flows across Camille Lane then discharges to an open ditch to adjacent residences.*

- 2) That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.

*This diversion will improve existing conditions for the neighboring homes. The exception is necessary to stop flooding by conveying drainage to an adequate storm drain system. The granting of this exception is necessary for the development of the project without causing damage to adjacent neighboring properties or securing off-site private rights of entry or easements.*

- 3) That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

*The Camille Avenue system was designed prior to the 2005 General Plan and assumed additional R- 20 zoning in the areas now designated as open space. Since these areas will not be developed, the system has adequate capacity to accept the diversion of flow. All discharge from the site continues to flow to San Ramon Creek. The installation of the project storm drain system will not be detrimental but beneficial to the public.*

5. 914-14.012 – Structure setback lines for unimproved earth channels (Lots 21-24)
6. 914-14.014 – Structures and encroachments within structure setback areas ("A" Drive, "A" Lane, "B" Court, and bridge structures on "A" Court and "B" Drive)

*These exception requests are related to the County's structure setback requirements from natural watercourses. The significant watercourse subject to the setback requirements is the creek conveying runoff from the central drainage basin along the north side of Lots 30 and 23, then traversing Lots 22 and 25. Portions of this creek are being restored as part of this subdivision. In other cases, there is a significant difference in elevation between the left and*

*right top of banks, for which conformance with the setback standards would be an undue burden on the higher lots. Additionally, retaining riparian trees and tree screening/replanting will ensure preservation of the natural features of the property, while developing the property.*

Project Findings:

- 1) That there are unusual circumstances or conditions affecting the property.

*The tree screen to the north of Lots 21 and 22 constitutes an unusual circumstance affecting the property. The desire to save these trees to maintain a visual screen from neighboring properties on the northwest and northeast boundaries of the proposed subdivision is paramount.*

*Lots 23 and 24 building areas are 50 plus feet from the creek and more than 24 feet above the creek. Placing the creek setback at the top of bank at the rear of Lots 23 and 24 is an adequate setback. The unusual topographic condition and the desire to maintain a tree screen is the purpose for requesting this exception.*

*The layout of the roads and lots at A Drive and A Lane was largely determined by the constraints imposed by the trees. Using the existing road for A Drive will avoid removal of additional trees. Having small portions of roadway within the setback are unavoidable.*

- 2) That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.

*This exception is necessary for the preservation of the redwood tree screen in the context of this subdivision application and to provide for a substantial creek setback for development of the property preserving the natural features of the property.*

*Access into and throughout the site is contingent on the roadway locations. Limitations imposed by existing tree locations prohibit roadway layouts that would avoid encroaching into the creek setbacks at existing A Drive and A Lane. Realigning existing A Drive outside the creek setback would result in heavy grading and maximum tree loss.*



- 3) That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

*Both riparian trees and an important visual tree screen will be retained and creek access will be provided under the current exception.*

*The construction of these roads will require Fish and Wildlife permits to protect natural habitat of the creeks. There will be no effect materially detrimental to the public or injurious to other property as a result of these road crossings.*

**E. SB 166 Finding (Government Code Section 65863 )**

(a) Each city, county, or city and county shall ensure that its housing element inventory described in paragraph (3) of subdivision (a) of Section 65583 or its housing element program to make sites available pursuant to paragraph (1) of subdivision (c) of Section 65583 can accommodate, at all times throughout the planning period, its remaining unmet share of the regional housing need allocated pursuant to Section 65584, except as provided in paragraph (2) of subdivision (c). At no time, except as provided in paragraph (2) of subdivision (c), shall a city, county, or city and county by administrative, quasi-judicial, legislative, or other action permit or cause its inventory of sites identified in the housing element to be insufficient to meet its remaining unmet share of the regional housing need for lower and moderate-income households.

*Finding: A component of preparing the County's Housing Element for the General Plan is the identification of vacant and underutilized sites suitable for residential development, and an evaluation of the housing development potential of these sites in fulfilling the County's share of the regional housing needs as determined by the Association of Bay Area Governments (ABAG). This property is identified in the County's 2015-2023 Housing Element Sites Inventory (the "Inventory") with a unit potential of 35 above-moderate housing units.*

*This project includes 35 market-rate (above-moderate) units, which meets the identified housing potential in the Inventory. The development is located within the Single-Family Residential-Low Density General Plan land use designation, which allows for 1 to 2.9 residential units per net acre. The developer is averaging 1.76 units per net acre and is maximizing the density despite property constraints*

*including a portion of the property having a designation of open space. In addition, the County has already exceeded the number of above-moderate units identified by ABAG in its regional housing needs allocation for the remainder of this cycle of the Housing Element. This project will add to the surplus of units in this category.*

## **F. Tree Permit Findings**

Required Finding: The County Planning Commission is satisfied that the following factors as provided by County Code Section 816-6.8010 for granting a tree permit have been satisfied:

1. The arborist report indicates that the several trees are in poor health or the tree is crowding an adjacent healthy tree(s).
2. Reasonable development of the property would require the alteration or removal of trees and this development could not be reasonably accommodated on another area of the lot.
3. Where the arborist or forester report has been required, and the Deputy Director, Community Development Division is satisfied that the issuance of a permit will not negatively affect the sustainability of the resource.

**CONDITIONS OF APPROVAL FOR COUNTY FILE #SD13-9338**

**Project Approval**

1. The Vesting Tentative Map for a 35-Lot Residential Subdivision, staging (parking area), and three open space parcels is APPROVED, as generally shown and based on the following, including but not limited, documents:
  - Application and materials submitted to the Department of Conservation and Development, Community Development Division (CDD) on May 10, 2013;
  - Revised Vesting Tentative Map for Subdivision 9338, received on August 13, 2019;
  - Preliminary Geotechnical Exploration Report, prepared by Engeo, dated April 3, 2013;
  - Stormwater Control Plan, prepared by Aliquot, dated March 29, 2018;
  - Preliminary Drainage Study, prepared by Aliquot, dated March 29, 2018;
  - Traffic Impact Study, prepared by Abrams Associates, dated February 1, 2017 and Addendums dated February 2, 2017, February 3, 2017, and April 18, 2018;
  - Arborist Report, prepared by Joseph McNeil, Consulting Arborist, dated December 23, 2016 and Addendum dated February 21, 2018;
  - Cultural Resources Survey Report, prepared by Holman & Associates dated May 15, 2012;
  - Historical Report, prepared by JRP Historical Consulting, LLC dated March 3, 2016; and
  - Biological Resources Report, prepared by Mosaic Associates LLC dated Revised June 2016.

### **Application Fees**

2. This application is subject to an initial application deposit of \$15,772, which was paid with the application submittal, plus time and materials costs if the application review expenses exceed 100% of the initial deposit. Any additional costs due must be paid within 60 days of the permit effective date or prior to use of the permit, whichever occurs first. The applicant may obtain current costs by contacting the project planner. If you owe additional fees, a bill will be sent to you shortly after permit issuance.

### **Indemnity**

3. The Applicant shall enter into an Indemnification Agreement with the County, and the Applicant shall indemnify, defend (with counsel reasonably acceptable to the County), and hold harmless the County, its boards, commissions, officers, employees, and agents (collectively "County Parties") from any and all claims, costs, losses, actions, fees, liabilities, expenses, and damages (collectively, "Liabilities") arising from or related to the Project, the Applicant's application for a land use permit, the County's discretionary approvals for the Project, including but not limited to changes in the urban limit line, the County's actions pursuant to the California Environmental Quality Act and planning and zoning laws, or the construction and operation of the Project, regardless of whether those Liabilities accrue before or after Project approval.

### **Compliance Report**

**Unless otherwise indicated, all of the conditions of this report will need to be met prior to filing the Final Map.**

4. **At least 45 days prior to recordation of the Final Map or issuance of a grading or building permit, whichever occurs first**, the applicant shall provide a permit compliance report to the Department of Conservation and Development, Community Development Division (CDD) for review and approval. The report shall identify all conditions of approval that are administered by the CDD. The report shall document the measures taken by the applicant to satisfy all relevant conditions. Copies of the permit conditions may be obtained from the CDD.

The permit compliance review is subject to staff time and materials charges, with an initial deposit of \$5,000, which shall be paid at the time of submittal of the compliance report.

**Vesting Tentative Map (VTM) Duration**

5. If no Development Agreement is entered into, the VTM is granted for a period of three (3) years, which may be extended subject to proper request(s) for extension, and review and approval by CDD. If a Development Agreement is entered into for the project, then the duration of the VTM is as specified in the Development Agreement.

**Filing of Multiple Final Maps**

6. The project is a phased development. Concurrently with the filing of each final map, a detailed plan specifying the pattern of phasing, including common area improvements, shall be submitted for review and approval of CDD.

Each of the conditions set forth in this approval apply to every phase of this subdivision approval.

**Inclusionary Housing Ordinance**

The following conditions of approval are for the purpose of compliance with Chapter 822-4 of the County Ordinance Code. Terms and definitions used in the following conditions of approval may be found in the above-referenced County Ordinance Code.

7. This project is subject to the Inclusionary Housing Ordinance (Chapter 822-4). Pursuant to Section 822-4.402 of the County Ordinance Code, a residential development of 35 for-sale units shall require at least fifteen percent of the for-sale units to be developed and sold as inclusionary units. The applicant is required to construct 5.25 inclusionary housing units for the project.

As an alternative to the requirement to construct inclusionary housing, the applicant has proposed the payment of a For-Sale Housing In-Lieu Fee. This alternative to collect an in-lieu fee, as established in DCD's fee schedule, has been accepted.

**Prior to the recordation of the Final Map or the filing of a building permit for the development, whichever occurs first,** the applicant shall pay to the County the full amount of the Inclusionary Housing Ordinance For-Sale Housing In-Lieu fee of \$135,621.15. This amount is calculated as: \$3,874.89/unit x 35 market rate units = \$135,621.15 total in-lieu fee. This in-lieu fee is non-refundable.

8. If the full payment of the in-lieu fee is not submitted to DCD prior to the recordation of the Final Map or the filing of a building permit, whichever occurs first, the applicant shall comply with the Inclusionary Housing Ordinance Chapter 822-4 and construct the required number of inclusionary units on-site, off-site, or a combination of both.

#### **Park Impact Fee**

9. **Prior to submittal of a building permit for a new residence,** the applicant shall pay the applicable park impact fee as established by the Board of Supervisors.

#### **Park Dedication Fee**

10. **Prior to submittal of a building permit for a new residence,** the applicant shall pay the applicable park dedication fee as established by the Board of Supervisors.

#### **Child Care**

11. The development shall comply with the requirements of the Child Care Ordinance (Chapter 88-22). **Prior to the recordation of the Final Map,** the developer shall pay \$400.00 per lot, as adopted by the Board of Supervisors.

#### **Police Services District**

12. **Election for Establishment of a Police Services District to Augment Police Services: Prior to the recordation of the Final Map,** the owner of the property shall participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be per parcel annual amount (with appropriate future CPI adjustment) established at the time of voting by the Board of Supervisors. The election to provide for the tax shall be completed prior to filing the Final Map. The property owner shall be responsible for paying the cost of

holding the election, payable at the time the election is requested by the owner. Allow a minimum of three to four months for processing.

**Homeowner's Association (HOA)**

13. **Prior to the recordation of the Final Map**, a homeowners association shall be formed for the ownership and maintenance (through homeowners assessments) of all common areas, including private streets and common landscaping, Parcel A, B, and C, and gates within the subdivision.

**Conditions, Covenants, and Restrictions (CC&Rs)**

14. **Prior to the recordation of the Final map**, Covenants, Conditions and Restrictions (CC&R's) shall be submitted for review and approval by the CDD. The C&Rs shall provide for the following to the extent the HOA owns and maintains property as contemplated in COAs #13 & 18, and the project description chapter of the project's environmental impact report.
- A. The CC&R's shall provide for establishment, ownership and maintenance of the common open spaces, Parcels A, B, and C, parking, fire protection, including the emergency vehicle access (EVA), fencing, private streets, portions of the undeveloped area and wetland mitigation areas, drainage maintenance, and required signage.
  - B. The CC&Rs shall include design guidelines for all homes on perimeter lots (Lots 1-8, 15-18, 27 & 28), and Landscape Design Guidelines consistent with COAs #15, #16, and #37 below. The design guidelines shall include the following:
    - Minimize visual impact of garages by setting back garages, and where feasible provide side entrance garage doors.
    - Attention to composition of building mass to prevent a monolithic bulky mass.
    - Incorporate at least one single story element in two-story buildings.
    - Two-story dominance on streetscene and sidewalks and open spaces shall be prevented by increasing beyond the minimum setback unless this configuration would be counterproductive by

moving home footprints too close to share property lines with neighbors.

- Homes should have at least two planes (not counting the garage) of variation in front elevation massing.
- Homes shall be designed without repetition in continuous gable-ends and similar ridge heights.
- Provide accent materials complementing the overall color and style of the home.
- Meters shall be screened from public view.
- Lighting used on walls and walkways shall focus light down and provide appropriate downcasting hardware to minimize glare.
- Surface mounted lights shall not be permitted in garage door soffits. Lighting fixtures shall be appropriate to the selected style of the home.
- Ambient light shall be cast downward to reduce impact.
- Variable rear setbacks shall be provided to create variety for edge conditions such as home back to collector roads and back-to-back homes.

C. The CC&Rs shall include a hazardous fire mitigation plan to address the abatement of hazardous weeds and brush to minimize fire fuel build up for all adjacent open space areas consistent with COA #73 below.

D. The CC&Rs shall include information for the future property owners of the future staging area (COA #19-23).

### **Design Standards**

15. Development on Lots 1-4 shall be designed to minimize visibility and building mass and shall be consistent with the Design Review Guidelines (as required by COAs #14B and #37) and not to exceed 30 feet in height from natural or finished grade, whichever is lower. Any proposed second story on these lots shall be designed to minimize the visual bulk in order to reduce the building mass.

**Prior to the recordation of the Final Map**, the applicant shall submit for the review and approval of CDD proposed language for a deed disclosure to be recorded concurrently with the approved final map informing future property owners of Lots 1-4 of the requirements above.



16. The setback of all lots shall be measured from the edge of the roadway easement irrespective of the size of the lots.
17. **Prior to the recordation of the Final Map**, the applicant shall submit for the review and approval of CDD proposed language for a deed disclosure to be recorded concurrently with the approved final map informing each of the lots (Lots 1-35) within the project site, including but not limited to the following conditions of approval (COA):
  - Design Standards, measurement of setbacks, staging area, emergency vehicle access, tree replanting plan for trees removed, and maintenance of bio-retention areas on each lot.

**Ownership, Maintenance, and Financial Responsibility for Open Space Parcels to Be Identified Prior to the Recording of the Final Map**

18. The non-residential parcels identified below shall be recorded on the Final Map. These parcels shall be owned and maintained as provided below. No structures are allowed for Parcels A, B, and C, except for safety purposes, as determined by DCD. The financial responsibility for maintenance will likely be provided as described below.
  - A. Parcel A (1.42 acres) – Identified as a scenic easement. This parcel will be owned and maintained by the Homeowner's Association (HOA).
  - B. Parcel B (34.7 acres) – Parcel B includes wetland mitigation area that is approximately 0.51 acres. If Parcel B is not donated to East Bay Regional Park District or Conservancy Group prior to recordation of the Final Map, then Parcel B shall be maintained by the HOA.
  - C. Parcel C (4.42 acres) – Identified as open space and provides as a 100-foot-wide buffer between the rear property line of Lots 8, 9, 28, 29, 30, 31, 32, 33 and the Parcel B open space. This parcel will be owned and maintained by the HOA.

For Parcels B (only if maintained by HOA) and C

- D. Prior to the filing of the Final Map, the project proponent shall join with the existing Geological Hazard Abatement District (GHAD) or create a new

independent GHAD formed pursuant to Public Resources Code section 26500. The GHAD documents are subject to review and approval of the Board of Supervisors. The GHAD formation requires a Plan of Control and an Engineers Report. These documents must be prepared by licensed professionals (engineering geologists and geotechnical engineers) and are subject to technical review by the Department of Conservation & Development. The project proponent is responsible for funding the technical review.

- E. If the GHAD is to own the open space parcels, it will assume responsibilities that relate to their position as a GHAD and also the duties as a responsible property owner. The GHAD is charged with responsibilities that relate to the prevention, mitigation, abatement, or control of geologic hazards, which includes (a) maintenance of facilities that enhance geologic as well as (b) hydrogeologic stability, such as drainage facilities and associated improvements. The drainage facilities maintained by the GHAD may include retaining walls on open space parcels, BMP water quality treatment facilities, concrete lined drainage ditches and open space storm drainage facilities, and other peripherally-related open space responsibilities (e.g. erosion control, mowing).
- F. The Plan of Control shall include (a) background information on the project and the open space, (b) characterize the geologic and seismic setting of the site, (c) provide a detailed evaluation of potential geologic hazards, (d) provide criteria for GHAD responsibility, (e) address activation of assessments and outline the process for transferring responsibility to the GHAD, (f) describe general landslide mitigation, (g) establish priorities for GHAD expenditures, and (h) outline the monitoring and maintenance schedule, including provision for monitoring performance of GHAD maintained facilities in the aftermath of an earthquake that yields strong to violent earthquake shaking in the West County area. The engineers report shall provide the financial details needed to implement the Plan of Control.
- G. A recorded deed disclosure shall provide notice to all the owners of residential lots in the subdivision of the existence of the Geologic Hazard Abatement District (GHAD) and its responsibilities, in addition to any easements and improvements granted to the GHAD. This notice may

include provision for removal of landscaping or structures within the easements granted to the District without compensation.

### **Staging Area**

19. **Prior to the recordation of the Final Map**, the applicant shall submit for the review and approval of CDD proposed language for a deed disclosure to be recorded concurrently with the approved final map informing future property owners of the subdivision that a future public staging area will be constructed on Lot 21.
20. Prior to recordation of the Final Map, the applicant shall dedicate Lot 21- Staging Area to the East Bay Regional Park District.
21. The EBRPD shall have access to the staging areas at all times.
22. The plans/design of the staging area shall be reviewed by the EBRPD and reviewed and approved by CDD.
23. The project sponsor shall work in collaboration with the EBRPD, to the extent feasible, to explore a mechanism to provide for a maintenance agreement for any proposed structures within the staging area.

### **Emergency Vehicle Access**

24. **Prior to the recordation of the Final Map**, the applicant shall submit for the review and approval of CDD proposed language for a deed disclosure to be recorded concurrently with the approved final map informing future property owners of the subdivision that an emergency vehicle access (EVA) will be located between Lots 5 and 6. Access to the EVA gate shall be provided to the emergency responders (e.g., fire district, sheriff, etc.).
25. The final design of the EVA gate and fence shall be reviewed and approved by CDD (in addition to the Fire District and Public Works Department).

### **Lot Line Adjustment**

26. At least 90 days prior to the recordation of the first final map, the project sponsor shall apply for a lot line adjustment to allow the adjustment between APN: 198-

262-002, 198-262-003, 198-262-004, and 198-170-008 as depicted on Sheet TM-3 of the Vesting Tentative Map. All the newly reconfigured lots shall meet all of the requirements of the R-20 Zoning District.

### **Signs/Walls**

27. Any proposed signs shall be subject to the review and approval of CDD.
28. **At least 30 days prior to submittal of a building permit**, the details of the design, location, color and type of materials for any project entrance signs. The design, color and location of any project sign at the entrance to the property shall be reviewed and approved by CDD.

### **Restitution for Tree Removal**

29. Required Restitution for Approved Tree Removal: The following measures are intended to provide restitution for the removal of approximately 469 code-protected trees:
- A. Tree Restitution Planting and Irrigation Plan: **Prior to the removal of trees or submittal of building permits (e.g. demolition, grading or building) for each lot, whichever occurs first**, the applicant shall submit a tree planting and irrigation plan prepared by a licensed arborist or landscape architect for the review and approval of CDD, consistent with Table 4.4.3, COA #57. The plan shall comply with the State's Model Water Efficient Landscape Ordinance. The plan shall be accompanied by an estimate prepared by a licensed landscape architect or arborist of the materials and labor costs to complete the mitigation tree planting and irrigation on the plan. **The implementation of this condition that pertains to single-family residences shall be implemented prior to final building inspection for each lot. The implementation that pertains to the other areas (e.g. common areas, open spaces, EVA, etc.) shall be implemented prior to completion of site improvements.**
  - B. Required Security to Assure Completion of Plan Improvements: **Prior to removal of trees or submittal of building permits (e.g. demolition, grading or building) whichever occurs first**, the applicant shall submit a security (e.g. bond, cash deposit) that is acceptable to the CDD. The bond shall include the amount of the approved cost estimate, *plus* a 20% inflation

surcharge. **The security that pertains to single-family residences shall be submitted prior to seeking any permits for each lot. The security that pertains to the other areas (e.g. common areas, open spaces, EVA, etc.) shall be submitted prior to issuance of any permits, including tree removal.**

- C. Initial Deposit for Processing of Security: The County ordinance requires that the applicant pay fees to cover all staff time and material costs of staff for processing the landscape improvement security. At the time of submittal for each security, the applicant shall pay an initial deposit of \$100.
- D. Duration of Security: The security for each lot shall be retained by the County for a minimum of 12 months up to 24 months beyond the date of receipt of the security and from the time, the final inspection for the lot was approved. A prerequisite of releasing the bond between 12 and 24 months shall be to have the applicant arrange for the consulting arborist to inspect the trees and to prepare a report on the trees' health. In the event that CDD determines that the tree(s) intended to be protected has been damaged, and CDD determines that the applicant has not been diligent in providing reasonable restitution, then CDD may require that all part of the security be used to provide for mitigation of the damaged tree(s). Should one security be submitted for all lots, the security may be released upon complying with the requirements stated above and upon approval of a final inspection for the last lot constructed.

30. Tree removal shall occur only with an approved grading or building permit.

### **Contingency Restitution Should Altered Trees Be Damaged**

- 31. Trees to be Preserved but Altered – Pursuant to the conclusions of the arborist report, proposed improvements within the root zone of approximately 205 code-protected trees noted on the site plan to be preserved have been determined to be feasible and still allow for preservation provided that the recommendations of the arborist are followed. Pursuant to the requirements of Section 816-6.1204 of the Tree Protection and Preservation Ordinance, to address the possibility that construction activity nevertheless damages these trees, the applicant shall provide the County with a security (e.g. bond, cash deposit) to be submitted prior to construction activities or issuance of a building permit (e.g. demolition, grading

or building), whichever occurs first, to allow for replacement of trees intended to be preserved that are significantly damaged by construction activity.

- A. Determination of Security Amount: The security shall submitted for each lot and the common/open space areas, and provide for all of the following costs:
  - i. Preparation of landscape/irrigation plan by a licensed landscape architect or arborist, which shall comply with the State's Model Water Efficient Landscape Ordinance;
  - ii. Labor and materials estimate for planting the potential number of trees and related irrigation improvements that may be required, prepared by a licensed landscape contractor; and
  - iii. An additional 20% of the total of the above amounts to address inflation costs.
- B. Initial Deposit for Processing of Security – The County Ordinance requires that the applicant cover all time and material costs of staff for processing a tree protection security. The Applicant shall pay an initial fee deposit of \$100 at time of submittal for each security.
- C. Duration of Security: The security for each lot shall be retained by the County for a minimum of 12 months up to 24 months beyond the date of receipt of the security and from the time, the final inspection for the lot was approved. A prerequisite of releasing the bond between 12 and 24 months shall be to have the applicant arrange for the consulting arborist to inspect the trees and to prepare a report on the trees' health. In the event that CDD determines that the tree intended to be protected has been damaged by development activity, and CDD determines that the applicant has not been diligent in providing reasonable restitution of the damaged trees, then CDD may require that all part of the security be used to provide for mitigation of the damaged tree(s). Should one security be submitted for all lots, the security may be released upon complying with the requirements stated above and upon approval of a final inspection for the last lot constructed.

### **Tree Protection**

- 32. The applicant shall adhere to all of the recommended tree preservation measures outlined within the arborist report prepared by Joseph McNeil, Consulting

Arborist, dated December 23, 2016 and Addendum dated February 21, 2018. All recommended tree protection measures shall be stated on the face of construction plans.

33. Prior to the start of any clearing, stockpiling, trenching, grading, compaction, paving or change in ground elevation on a site with trees to be preserved, the applicant shall install fencing at the dripline or other area as determined by an arborist report of all trees adjacent to or in the area to be altered. Prior to grading or issuance of any permits, the fences may be inspected and the location thereof approved by appropriate County staff.
34. No grading, compaction, stockpiling, trenching, paving or change in ground elevation shall be permitted within the dripline unless indicated on the grading plans approved by the County and addressed in any required report prepared by an arborist. If grading or construction is approved within the dripline, an arborist may be required to be present during grading and construction, an involved arborist shall prepare a report outlining further methods required for tree protection if any are required. All arborist expense shall be borne by the developer and applicant.
35. No parking or storing vehicles, equipment, machinery or construction materials, construction trailers and no dumping of oils or chemicals shall be permitted within the dripline within the dripline of any tree to be saved.

### **Landscaping**

36. The landscaping plan shall conform to the State's Model Water Efficient Landscape Ordinance or the County's Ordinance, if one is adopted. **Prior to requesting a final inspection for each lot and prior to completion of site improvements for common/open space areas (e.g. EVA, entryways, etc.),** the approved landscaping shall be installed and evidence of the installation (e.g., photos) shall be provided for the review and approval of CDD.

### **Aesthetics**

37. Homes on the perimeter lots (Lots 1-8, 15-18, 27 & 28) must undergo an administrative design review, as required by conditions of approval, to ensure consistency with the existing character of the surrounding area and be ministerially reviewed and approved by CDD. This process would examine

elements of each proposed custom home, including size, scale, massing, setback, and color. The Design Review Guidelines and Landscape Design Plan will include specific provisions regarding setbacks and for backyard structures. Compliance with these procedures will be required by the project's covenants, conditions, and restrictions. **(MM AES-1)**

The northern portion of Lots 15, 16, 17 and the eastern portion of Lots 17, 18, 27, 28 along the Madrone Trail shall provide a vegetative buffer that shall be maintained in perpetuity. Prior to issuance of a building permit for a residence on these lots, a landscaping plan with the vegetative buffer shall be submitted for review and approval of CDD. **(MM AES-1)**

38. A lighting plan for any proposed exterior lighting must be submitted to the Department of Conservation and Development, Community Development Division (CDD) for review and approval.

Exterior lighting must be directed downward and away from adjacent properties and public/private right-of-way to prevent glare or excessive light spillover. Light bulbs must be limited to low intensity lights, including lighting for identification purposes.

No free standing light poles will be allowed within the residential property. Landscaping lights must be limited to ground-level for walking/safety purposes.

If any lighting is proposed for the staging area, lighting must be also directed downward and away from adjacent properties. Lighting intensity may not be greater than what is reasonably required to safely illuminate the staging area. **(MM AES-2)**

### **Air Quality**

39. The contractor shall adhere to the following best management practices during construction and shall be stated on the face of all construction plans:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material offsite shall be covered.



- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of CCR). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at the construction contractor's office regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations. **(MM AQ-1)**

### **Biological Resources**

40. The project proponent shall consult with the USFWS and CDFW regarding potential impacts of the project on Alameda whipsnake, and shall obtain the appropriate take authorization (Section 7 Biological Opinion and/or 2081 permit or 2080.1 consistency determination) as specified by the USFWS and CDFW prior to initiation of construction activities. The project proponent shall comply with all terms of the endangered species permits including any mitigation requirements, and provide evidence of compliance to the County prior to issuance of a grading permit. Consistent with previous consultation processes, on-site Alameda whipsnake protection would likely be accomplished through the development and implementation of a habitat management plan to identify the following:

- Location and implementation measures for all habitat restoration activities;
- Management measures to ensure that adjacent land uses would not adversely affect the ecological functions and values of the habitat

management lands. Such measures may include the use of fencing to prevent unauthorized access, and signage describing the sensitive nature of the habitat management land;

- Species, quantity, and location of plants to be installed in areas of habitat enhancement, as well as management measures required to ensure successful establishment;
- Enhanced habitat in new and existing habitat areas, such as the installation of rock piles, planting native oaks to expand oak woodland habitat adjacent to the development, and planting native scrub/chaparral species outside the 100-foot defensible space, thereby increasing habitat for prey species to improve habitat values for Alameda whipsnakes;
- Adaptive management measures that may be employed as needed to ensure the success of the habitat management plan, including management of invasive species, domestic pets, and fuels, and;
- Management and maintenance activities, including weeding, supplemental irrigation, and site protection. **(MM BIO-1a)**

41. In order to allow any snakes and lizards that currently use the small woodpiles west of the residence to seek alternative cover, the woodpiles shall be removed gradually and under the supervision of an agency-approved biologist prior to the start of construction. Depending upon the size of the woodpiles, a quarter to a third of the piles should be manually removed every five days.

Project operation will include vegetation management to maintain 100 feet of defensible space to reduce the risk of wildfires. Vegetation management activities include annual weed whacking, grazing and disposal of woody debris to manage defensible space in the open space west of Lots 8, 9, Lots 28-33, and the residences bordering Parcel A may adversely affect an individual Alameda whipsnake if a snake was seeking temporary cover in woody debris, or moving through herbaceous/ graminoid or shrubby vegetation during vegetation management activities.

Vegetation management to achieve defensible space in the open space west of the development shall be conducted manually. Grasses, weeds, and brush shall be cut manually or with the aid of hand-powered equipment such as weed-whackers or hand-operated mowers. Woody debris shall be retrieved manually. Grazing animals such as goats may be used for vegetation management. A Defensible Space Vegetation Management Plan that describes vegetation management objectives and practices protective of AWS shall be prepared by

the project sponsor, approved of by the USFWS, and implemented by the homeowners and HOA.

In addition, an agency-approved biologist shall monitor removal of the eucalyptus trees and construction of the wetland mitigation area in the western portion of the project site, if wetland restoration or tree removal in this area is conducted (see **Mitigation Measure BIO-6b**). ( **MM BIO-1b**)

42. A preconstruction survey for Alameda whipsnake of the area that will be disturbed by construction shall be conducted by a 10(a)(1)(A) permitted biologist not more than 24 hours prior to the start of any site disturbance activities. All suitable habitat features that may be used by Alameda whipsnake shall be identified, marked, and mapped during the preconstruction survey. The removal or destruction of suitable habitat features and all initial ground disturbances (e.g. clearing and grubbing) shall be conducted under the direct supervision of the agency approved biologist prior to the onset of site grading. If Alameda whipsnake are detected within the project work area, site disturbance shall be halted until the snake has been relocated by a 10(a)(1)(A) permitted biologist as approved and directed by the USFWS and CDFW. Terms of the salvage shall be established in consultation with USFWS and CDFW prior to initiation of construction activities, and approved relocation may be in suitable habitat in the open space and critical habitat area west of the project site. (**MM BIO-1c**)
43. Upon completion of the preconstruction survey, a snake exclusion fence not less than 4 feet in height with one-way exit funnels (to allow Alameda whipsnake to passively move out of the construction zone), and buried at least 4 inches in the ground shall be installed around the southern and southwestern boundaries of the project development site. The fence shall be installed at the location specified by and under the guidance of an agency approved biologist who is knowledgeable about Alameda whipsnake, and shall be maintained until all vegetation removal and earthwork for the project has been completed. The fence shall be inspected by the construction team on a daily basis (i.e., every workday), and repairs shall be made immediately if the integrity of the fence is compromised. (**MM BIO-1d**)
44. All construction personnel shall attend an informational training session conducted by an agency approved biologist prior to the start of any site disturbance activities, including demolition. This session will cover identification of the species and procedures to be followed if an individual is found onsite, as

well as biology and habitat needs of this species. Handouts will be provided and extra copies will be retained onsite. Construction workers shall sign a form stating that they attended the program and understand all protection measures for the Alameda whipsnake. Additional training sessions will be provided to construction new personnel during the course of construction. **(MM BIO-1e)**

45. Trenches or pits greater than 1 foot deep that are created during earthwork for the project shall be covered with plywood or an earthen ramp will be made each night after work so no organisms are trapped. Trenches and pits shall be inspected by a designated member of the construction team who has been trained by the agency-approved biologist prior to the start of earthwork each day. Any vertebrate organisms observed in such areas shall be allowed to escape to the safety of adjacent cover. **(MM BIO-1f)**
46. Best Management Practices shall be implemented to minimize the potential mortality, injury, or other impacts to Alameda whipsnake. Erosion control materials shall not include small-mesh plastic netting, which could result in entanglement and death. All food trash items shall be removed from the project site daily to reduce the potential for attracting predators of Alameda whipsnake which could scavenge uncovered snakes. **(MM BIO-1g)**
47. An agency approved biological monitor knowledgeable about Alameda whipsnake will be the point of contact for the construction team. The USFWS will be notified immediately if Alameda whipsnakes are detected within the project site. The CDFW will also be notified after contacting the USFWS. **(MM BIO-1h)**
48. Prior to the initiation of construction activities, including ground disturbing activities and tree removal scheduled to occur between February 1 and September 1, the qualified biologist shall conduct a habitat assessment and nesting survey for nesting bird species no more than seven (7) days prior to the initiation of work. Surveys shall encompass all potential habitats (e.g., grasslands and tree cavities) within 250 feet of the project site, as well potential nest trees within 0.5 mile for golden eagle, 1,000 feet for Swainson's hawk.

The qualified biologist conducting the surveys shall be familiar with the breeding behaviors and nest structures for birds known to nest in the project site. Surveys shall be conducted during periods of peak activity (early morning, dusk) and shall be of sufficient duration to observe movement patterns. Survey results, including a description of timing, duration, and methods used, shall be submitted to CDFW

for review 48 hours prior to the initiation of the project. If a lapse in project activity of seven days (7) or more occurs, the survey shall be repeated and no work shall proceed until the results have been submitted to CDFW.

If nesting birds are found as described above, then no work shall be initiated until species-specific buffers have been established in consultation with CDFW. If CDFW does not respond within four (4) days of receiving the survey, construction activities may proceed consistent with the qualified biologist's recommendations on nest buffers. Buffer areas shall be demarked from work activities and avoided until the young have fledged, as determined by the qualified biologist. Active nests found inside the limits of species-specific buffer zones or nests within the vicinity of the project site showing signs of distress from project activity as determined by the qualified biologist shall be monitored daily during the duration of the project for changes in bird behavior. Buffer areas of active nests within the vicinity of the project site showing signs of distress or disruptions to nesting behaviors from project activity, as determined by the qualified biologist, shall have their buffers immediately adjusted by the qualified biologist until no further interruptions to breeding behavior are detectable.

If vegetation removal, building demolition, or earthwork stages are phased over multiple years, the pre-construction survey and nest-avoidance measures described above would need to be repeated. **(MM BIO-2)**

49. A qualified biologist knowledgeable about local bat species and experienced with bat survey methods shall inspect all structures and trees that could support bats at the project site prior to the start of site disturbance (e.g., demolition, vegetation removal, and earthwork). Surveys should be conducted during appropriate weather to detect bats (i.e., not in high winds or during heavy rain events). One daytime and up to two nighttime surveys (starting at least 1 hour prior to dusk) should be conducted to determine if bats are present. If bats are detected, additional surveys utilizing acoustic monitoring or other methods may be necessary depending on the recommendations of the bat biologist. **(MM BIO-3a)**
50. Preconstruction surveys for bats should be conducted within two weeks prior to the removal of any trees or structures that are deemed to have potential bat roosting habitat. If bats are detected on site and would be impacted by the project, then appropriate mitigation measures would be developed with approval from CDFW. Mitigation measures would include one or more of the following methods: using one-way doors to exclude non-breeding bats, opening up roof

areas of structures to allow airflow that would deter bats from roosting, and taking individual trees down in sections to encourage bats to relocate to another roost site. Typically, this work is conducted in the evening when bats are more active, and this work should be conducted under the guidance of an experienced bat biologist. **(MM BIO-3b)**

51. Should bat species be confirmed on the project site either through the habitat assessment or during surveys, building demolition, tree trimming, or tree removal should only be conducted during seasonal periods of bat activity: between August 31 and October 15, when bats would be able to fly and feed independently, and between March 1 and April 15 to avoid hibernating bats, and prior to the formation of maternity colonies. Mitigation for impacts to a maternity bat roost, if detected, would be determined through consultation with CDFW and may include construction of structures that provide suitable bat roosting habitat (i.e., bat houses, bat condos) for the particular species impacted. **(MM BIO-3c)**
52. Not more than 30 days before initial ground disturbance, a qualified biologist shall conduct a survey of the project site to determine whether San Francisco dusky-footed woodrat lodges have been constructed within the work area. If no woodrat lodges are present within the work area, no further mitigation is required. If San Francisco dusky-footed woodrat lodges are observed within the area subject to ground disturbance, a woodrat mitigation plan describing habitat enhancement and relocation of the lodge(s) to an area not subject to site disturbance within the project site or the remainder parcel shall be prepared and submitted to CDFW for approval prior to the start of ground disturbance. **(MM BIO-4)**
53. A qualified biologist shall conduct a preconstruction survey for the American badger within 14 days prior to the start of construction. If no potential dens are found, no additional measures are required. If an active badger den is found, consultation with CDFW would be required. Construction would be halted within 100 feet of the den during the breeding season (summer through early fall), and hand excavation of dens during the non-breeding period would be required subject to CDFW approval. **(MM BIO-5)**
54. The removal of riparian trees and shrubs will be avoided and minimized to the extent feasible. Hazard reduction associated with structurally unsound trees, and the risks of failure given proximity to improvements proposed in the project shall be considered and addressed through tree removals and pruning specified by a certified arborist. Mitigation to compensate for the removal of riparian trees shall

be accomplished through replacement plantings of locally native trees at not less than a 3:1 replacement to loss ratio within the project site or an alternative location approved by CDFW.-With regards to oak trees, replacement shall conform with the ratio discussed in Mitigation Measure BIO-8.

A riparian restoration plan detailing the following elements shall be prepared:

- The number, species, and location of riparian mitigation plantings that will be planted in the restoration area;
- Performance standards requiring a minimum 80 percent survival rate; average of good vigor and positive height growth of riparian mitigation trees after ten years; seasonal planting timing; and method of supplemental watering during the establishment period;
- The monitoring period, which shall be not less than 10 years for riparian restoration;
- Adaptive management procedures that may be employed as needed to ensure the success of the restoration project. These include, but are not limited to, exotic and invasive plant species control, the use of browse barriers to protect riparian plants from wildlife damage, replacement plantings and management of the supplemental watering system to support the attainment of the foregoing performance standards;
- Management and maintenance activities, including weeding, supplemental irrigation, site protection; and
- Responsibility for maintaining, monitoring and ensuring the preservation of the mitigation site in perpetuity.

In replacing riparian trees, the arborist shall review the final project grading plans to ensure that adequate tree preservation methods, guidelines, and conditions are in place. The arborist shall conduct pre-demolition site meetings with the contractor to determine clearance pruning, stump removal techniques, fencing placement and timing, and tree protection. The arborist shall have site meetings after demolition to review and confirm tree protection fencing position for the grading and construction portion of the subdivision. The arborist shall be guided by the standard protocols set forth in the *American National Standards Institute (ANSI) A300 Standard, Part 5 (2005)* and the *International Society of Arboriculture's publication Best Management Practices: Managing Trees During Construction (2008)*. **(MM BIO-6a)**

55. The fill of jurisdictional wetlands and unvegetated other waters will be avoided and minimized to the extent feasible. Authorization for the fill of waters of the U.S. and State shall be obtained by the project proponent prior to the start of construction. Mitigation for the fill of wetlands and other waters shall be accomplished through the creation of seasonal freshwater wetlands and unvegetated other waters at a minimum 1:1 replacement ratio within the project site, at an approved wetland mitigation bank, or at another location within the Walnut Creek watershed approved of by the USACE, RWQCB, and CDFW. The mitigation goal shall be to create and enhance aquatic habitats with habitat functions and values greater than or equal to those that will be impacted by the proposed project.

Wetland mitigation within the project site or at another location within the Walnut Creek watershed would be described in a wetland mitigation plan that would:

- Be prepared consistent with the Final Regional Compensatory Mitigation and Monitoring Guidelines (USACE 2015) and the Compensatory Mitigation for Losses of Aquatic Resources: Final Rule (USACE 2008);
- Define the location of all restoration and creation activities;
- Describe measures that would ensure that adjacent land uses would not adversely affect the ecological functions and values of the wetland mitigation area, so as to ensure consistency with the foregoing federal guidelines and rules. Such measures may include the use of appropriately-sized buffers between the wetland mitigation area and any adjacent development, the use of fencing or walls to prevent unauthorized access, lighting in adjacent development designed to avoid light spillage into the wetland mitigation area, landscape-based Best Management Practices for adjacent development prior to discharge into the wetland mitigation area, and signage describing the sensitive nature of the wetland mitigation area.
- Provide evidence of a suitable water budget to support restored and created wetland habitats;
- Identify the species, quantity, and location of plants to be installed in the wetland habitats;
- Identify the time of year for planting and method for supplemental watering during the establishment period;



- Identify the monitoring so as to ensure consistency with the foregoing federal guidelines and rules, which shall be not less than five years for wetland restoration;
- Define success criteria that will be required for restoration efforts to be deemed a success;
- Identify adaptive management procedures that may be employed as needed to ensure the success of the mitigation project and its consistency with the foregoing federal guidelines and rules. These include, but are not limited to, remedial measures to address exotic invasive species, insufficient hydrology to support the attainment of performance standards, and wildlife harm;
- Define management and maintenance activities, including weeding, supplemental irrigation, and site protection; and
- Define responsibility for maintaining, monitoring and ensuring the preservation of the mitigation site in perpetuity.

The Project Applicant shall comply with all terms of the permits issued by these agencies, including mitigation requirements, and shall provide proof of compliance to the County prior to issuance of a grading permit. **(MM BIO-6b)**

56. Adverse impacts to water quality shall be avoided and minimized by implementing the following measures:

- Prior to the start of site disturbance activities, construction barrier fencing and silt fencing shall be installed around the perimeters of wetlands and drainages that are to be protected during construction of the project to prevent movement of sediments into these features. Any debris that is inadvertently deposited into these features during construction shall be removed in a manner that minimizes disturbance.
- All construction within jurisdictional features shall be conducted consistent with permits issued by USACE, RWQCB, and CDFW. Construction activities within these features shall be completed promptly to minimize their duration and resultant impacts.
- The project proponent shall be required to implement a Stormwater Pollution Prevention Plan that describes BMPs including the conduct of all

work according to site-specific construction plans that minimize the potential for sediment input to the aquatic system, avoiding impacts to areas outside the staked and fenced limits of construction, covering bare areas prior to storm events, and protecting disturbed areas with approved erosion control materials.

- Bioretention planters, vegetated swales, and other landscape-based BMPs to catch and filter runoff from impervious surfaces shall be implemented throughout the project site to protect water quality in receiving waters. **(MM BIO-7)**

57. **Prior to the removal of trees and/or prior to the issuance of a grading permit,** the project sponsor will submit to the County a Tree Replacement Plan designating the approximate location, number, and sizes of replacement trees to be planted on the project site. **Prior to submittal of a building permit for each home,** a licensed landscape architect shall submit a landscape plan designating the final location and species of trees in general conformance with the Tree Replacement Plan. Trees shall be planted prior to final occupancy of each building.

Mitigation for the removal of any native oak trees by the project, regardless of location, will be achieved by the following ratios: 4:1 replacement for trees 6-3/8-10 inches in diameter, 5:1 replacement for trees >10-15 inches in diameter, and 15:1 replacement for trees >15 inches in diameter. The replacement ratio for non-oak trees shall be as follows: 3:1 for trees that are removed within riparian corridors, 2:1 for drought tolerant trees, and 1:1 for non-drought tolerant trees.

The Tree Replacement Plan shall identify the total number and size of trees to be replanted in accordance to the ratios discussed above. CDFW replacement ratios are based on the diameter of the removed tree, with no minimum container size for replacement trees. To fulfill CDFW recommendations, the oak mitigation credit shall be calculated based on the scale outlined in Table 4.4-3

**Table 4.4-3 Tree Mitigation Credit Based on Container Size**

Container Size	Oak tree replacement credit	
1-gallon	1 tree	1 credit to CDFW
5-gallon	2 trees	2 credits to CDFW
15-gallon	4 trees	4 credits to CDFW

Container Size	Oak tree replacement credit	
24-inch box	8 trees	8 credits to CDFW
36-inch box	16 trees	16 credits to CDFW
48-inch box	32 trees	32 credits to CDFW

Replacement plantings shall consist of locally appropriate native species and non-invasive species. Tree species identified as a pest species by the California Invasive Plant Council shall not be used as replacement plantings.

Planting shall conform to the American National Standards Institute (ANSI) A300 Standard, Part 6 (2012) Tree, Shrub and Other Woody Plant Management Standard Practices (Planting and Transplanting), or later versions as they are published and to the companion International Society of Arboriculture (ISA) Best Management Practices (BMP) Tree Planting, Second Edition, or later versions as they are published. Tree selection and planting shall be overseen by an International Society of Arboriculture Certified Arborist familiar with the practices in the Standard and BMP. Irrigation of the mitigation trees shall be dedicated to the specific tree, not part of a broader area irrigation.

The project sponsor will prepare an Offsite Tree Replacement Plan outlining the number, location, and sizes of replacement trees to be planted offsite if the project site cannot sustainably support the required number of replacement trees. All trees that are planted offsite or within common or open space areas on the project site shall be planted upon completion of the site improvements. The project sponsor will monitor offsite plantings for a period of five years to ensure at least 80 percent tree survival. **(MM BIO-8)**

### **Cultural Resources**

58. Pursuant to CEQA Guidelines Section 15064.5, and other applicable law, in the event that any prehistoric, historic, archaeological, or paleontological resources are discovered during ground-disturbing activities, all work within 100 feet of the resources shall be halted and the proponent shall consult with the County and a qualified professional (historian, archaeologist, and/or paleontologist, as determined appropriate and approved by the County) to assess the significance of the find.

If any find is determined to be significant, representatives of the County and the consulting professional shall determine, with the input of any affected California Native American tribe, the appropriate avoidance measures, such as planning greenspace, parks, or other open space around the resource to preserve it and/or its context (while protecting the confidentiality of its location to the extent feasible) or other appropriate mitigation, such as protecting the historical or cultural value of the resource through data recovery or preservation.

In considering any suggested mitigation proposed by the consulting professional to mitigate impacts to cultural resources, the County shall determine whether avoidance is feasible in light of factors such as the nature of the find, project design, costs, and other considerations.

If avoidance is infeasible, other appropriate measures, such as data recovery, shall be instituted. The resource shall be treated with the appropriate dignity, taking into account the resource's historical or cultural value, meaning, and traditional use, as determined by a qualified professional or California Native American tribe, as is appropriate. Work may proceed on other parts of the project site while mitigation for cultural resources is carried out. All significant cultural materials recovered shall, at the discretion of the consulting professional, be subject to scientific analysis, professional museum curation, and documentation according to current professional standards.

At the County's discretion, all work performed by the consulting professional shall be paid for by the proponent and at the County's discretion, the professional may work under contract with the County. **(MM CUL-1)**

59. In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:

1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:
  - The coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required, and
  - If the coroner determines the remains to be Native American:
  - The coroner shall contact the Native American Heritage Commission within 24 hours;

- The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American;
  - The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98;
2. Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance:
- The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the Commission;
  - The identified descendant fails to make a recommendation; or
  - The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner. **(MM CUL-2)**

## **Geology**

60. The project proponent shall design structures and foundations to withstand expected seismic sources in accordance with the current version of the California Building Code, as adopted by the County. Prior to the issuance of a building permit, the Contra Costa County Department of Conservation and Development shall verify that plans incorporate seismic site categorization and design coefficients in conformance with the most recent version of the California Building Code. The project sponsor shall be required to provide evidence that a qualified geotechnical engineer has reviewed final grading, drainage, and foundation plans for consistency with California Building Code and Uniform Building Code design standards, and verify that all pertinent recommendations of the geotechnical engineer are incorporated into final building plans (see **Mitigation Measure GEO-2**). **(MM GEO-1)**

61. A design-level geotechnical report shall provide recommendations to address soil stability on the project site. Performance measures shall include, but not be limited to, those described below.

- To reduce the potential for adverse settlement or stability problems, compressible native soils, artificial fill, and any compressible alluvium shall be replaced with engineered fill and/or improvements designed to accommodate the anticipated settlement. To reduce the expansion potential of the fill, moisture conditioning of clayey fill materials to above-optimum moisture content should be anticipated. Detailed fill placement recommendations will be provided based on laboratory testing and analysis performed in conjunction with the design-level geotechnical report.
- Depending on the location and characteristics of compressible native soils and artificial fill, some building pads may require drilled pier and grade beam foundations to achieve the desired level of structural support. This technique entails drilling pier holes below the depth of seasonal moisture changes and into more stable soils below. The pier holes are backfilled with concrete and reinforcing steel rebar, resulting in a structure with low movement risk.
- Most of the existing fill slope located along the rear of Lots 11 through 14 and Lots 18 through 20 will require corrective grading. For existing fills that remain in place, setbacks from the toe of the existing fill slope can be developed based on the findings of the design-level geotechnical exploration. In general, all proposed improvements should be set back from the toe of the slope a distance equal to, or greater than, the height of the existing fill slope.
- If after rough grading, testing of the pad soils determines that soils on the project site are corrosive, the project proponent will provide recommendation for foundations that protect building materials (such as concrete and steel) in contact with the ground surface.
- The design-level geotechnical report will characterize shrink/swell properties of on-site soils. Design-level mitigation will be required to reduce the risk associated with expansive soils, which may include the following.
  - Excavate expansive soils and replace with non-expansive fill

- Avoid siting structures across soil materials of substantially different expansive properties
- Extend building foundations below the zone of seasonal moisture change
- Utilize pier and grade beam foundation system
- Utilize post-tensioned slabs
- Prevent accumulation of surface water adjacent to or under foundations
- Depending on the results of the design-level geotechnical report, the potential danger posed by liquefiable soils would be mitigated by appropriate soil and structural stabilization measures, such as compaction grouting and/or designing structures to accommodate anticipated settlement.
- Where development encroaches into the hilly, western areas of the project site, remedial grading will be required to reduce the potential for adverse impacts from slide movement and soil creep. Specific grading measures should be developed on a case-by-case basis where development encroaches into the mapped landslide areas. Measures may include:
  - Benching through the surficial soils during fill placement
  - Drilled pier and grade beam foundation systems to accommodate lateral loads from soil creep
  - Properly engineered cut and fill slopes
  - Stabilization of landslide areas
  - Creation of sufficient buffers between the identified landslide areas and development area
- Maintenance benches should be provided at the toe of major cut slopes (cut slopes higher than 10 feet) or natural slopes that extend upslope of the area of planned development. The width of the bench should be approximately 15 feet wide or as determined necessary by a licensed geotechnical engineer, depending on the height and steepness of the adjacent slope, to ensure compliance with applicable provisions of the California Building Code.
- A cut slope is planned on the upslope side of proposed Lot 29 that would be about 18 feet high and have a gradient of about 2:1. This proposed cut

slope may encounter relatively shallow bedrock. Additional exploration must determine if a 2:1 slope is feasible in this location. If subsurface conditions are such that a 2:1 slope is not feasible, the slope should be flattened to a gradient no steeper than 2.5:1, or reconstructed as an engineered fill slope with an appropriate keyway and subdrainage. (Also see **Mitigation Measure GEO-1)(MM GEO-2)**

### **Greenhouse Gas Emissions**

62. The following improvements will be included as requirements for building permits for any applicable structure on the project site:

- The proposed project shall install high-efficiency kitchen and laundry appliances (e.g., Energy Star-rated appliances or equivalent). Tankless water heaters or a similar hot water energy-saving device or system shall be installed.
- The project proponent will develop a solar exposure study to determine which residences would benefit from solar energy. The solar study will be submitted prior to obtaining a building permit. Residences that would cost-effectively benefit from solar energy shall be wired to be solar ready, as defined by the California Building Standards Code. Residences that would not cost-effectively benefit from solar energy shall have the attic insulated with R-49 insulation batts to prepare for the statewide transition to zero net energy.
- The proposed project shall provide rewiring for electric vehicle charging stations for each residence. **(MM GHG-1)**

### **Hazards and Hazardous Materials**

63. **Prior to issuance of any demolition, grading, or building permit**, a site evaluation will investigate for agrichemical contamination on portions of APN 198-170-008 proposed for residential development. Soil samples will be collected and tested for organochlorine pesticides, lead, and arsenic by a qualified professional to assess potential environmental impacts from past agricultural practices. Concentrations of agricultural contaminants will be compared to applicable EPA screening levels for residential development. The Project Applicant will be required to submit a comprehensive report to the County, signed by a qualified environmental professional, documenting the



presence or lack of agrichemicals on APN 198-170-008. If this assessment finds presence of such chemicals, the Project Applicant will create and implement a remediation plan that ensures workers and future residents are not exposed to concentrations in excess of applicable EPA screening levels and risks associated with these agrichemicals. Potential safety measures could include soil removal and treatment or protective work attire requirements for construction workers. **(MM HAZ-1)**

64. **Prior to issuance of any demolition, grading, or building permit**, the project applicant shall submit a comprehensive report to the County, signed by a qualified environmental professional, documenting the presence or lack of asbestos, lead-based paint, and any other building materials or stored materials classified as hazardous waste by State or Federal law. If this assessment finds presence of such materials, the Project Applicant shall create and implement a health and safety plan to ensure workers are not exposed to contaminants in excess of OSHA and other applicable State and Federal standards and associated risks associated with hazardous materials during demolition, renovation of affected structures, transport, and disposal. **(MM HAZ-2)**

### **Noise**

65. **Prior to the issuance of building permits**, any outdoor mechanical equipment, air conditioning units, or pumps shall be selected and designed to reduce impacts on surrounding uses. A qualified acoustical consultant shall be retained by the Project Applicant to review mechanical noise as the equipment systems are selected in order to determine specific noise reduction measures necessary to reduce noise to 55 dBA Ldn at the shared property line. Noise reduction measures could include, but are not limited to, locating equipment in shielded and/or less noise-sensitive areas, selection of equipment that emits low noise levels, and/or installation of noise barriers such as enclosures to block the line of sight between the noise source and the nearest receptors. Other feasible controls could include, but shall not be limited to, fan silencers, enclosures, and mechanical equipment screen walls. **(MM NOI-1)**
66. Abatement of excessive noise from off-road construction equipment would be accomplished by means of temporary acoustical screens of suitable height and extent. Such screens would completely interrupt the line-of-sight between the equipment and receptors of the noise and would have no gaps or openings. Efficacy would be maximized by placing screens as close to noise sources as

possible. Sound screens will be approximately 12 feet in height and will provide approximately 8 decibels reduction in noise levels at the first and second stories of nearby homes. When construction noise impacts reach a level below 70  $L_{dn}/CNEL$  at the nearest homes, the temporary screens can be removed.

Construction is likely to be concentrated in one or a few contiguous areas at a time during each phase. Therefore, sound screens need not extend along the entire site perimeter at once, but could be shorter and moved following the work so as to provide shielding to one or more sensitive receptors near the work area. However, in order to maintain the full acoustic benefit, these screens will extend at least 1.5 times their height past each side of the area where construction equipment is to operate. This will minimize sound escaping around the ends of the screens. **(MM NOI-2)**

67. The applicant shall develop a construction mitigation plan with input from County staff to minimize construction noise disturbance. Considering the potential for substantial increases in noise at adjacent residences as a result of project construction, the following conditions shall be incorporated into contract agreements to reduce construction noise impacts:

- Restrict noise-generating activities including construction traffic at the construction site or in areas adjacent to the construction site to the hours of 8:00 a.m. to 5:30 p.m., Monday through Friday, with no construction allowed on Federal and State weekends and holidays.
- Potential contractors shall be requested to submit information on their noise management procedures and demonstrate a successful track record of construction noise management on prior projects.
- The selected contractor will equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
- The selected contractor will prohibit unnecessary idling of internal combustion engines.
- The selected contractor will locate stationary noise generating equipment, such as air compressors or portable power generators, as far as practical from sensitive receptors.
- The selected contractor will utilize "quiet" air compressors and other stationary noise sources where technology exists.

- The selected contractor shall limit the allowable hours for the delivery of materials or equipment to the site and truck traffic coming to and from the site for any purpose to Monday through Friday between 8:00 a.m. and 5:30 p.m.
- The selected contractor will establish construction staging areas and material stockpiles at locations that will create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction as is feasible.
- During tree demolition, the woodchipper shall be located on Lot 30 to reduce the effect of noise levels to sensitive receptors. If the chipper is to be moved into other areas of the site, a qualified registered professional Noise Consultant shall determine the allowable distance from sensitive receptors so as to ensure consistency with the County's noise thresholds. A noise contour map will be provided defining the boundaries of the chipper access on the project.
- The selected contractor will route all construction traffic to and from the project site via designated truck routes where possible and prohibit construction related heavy truck traffic in residential areas where feasible.
- The selected contractor will control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site.
- After grading is complete and during construction of site improvements, the contractor will limit use of the property a distance of 75 feet from adjacent neighbor's properties. Stockpiles and equipment storage shall be predominately on interior lots.
- The selected contractor will notify neighbors located adjacent to the construction site of the construction schedule in writing.
- The selected contractor will designate a project liaison that will be responsible for responding to noise complaints during the construction phase. The name and phone number of the liaison will be conspicuously posted at construction areas and on all advanced notifications. This person will take steps to resolve complaints, including periodic noise monitoring, if necessary. Results of noise monitoring will be presented at regular project meetings with the project contractor, and the liaison will coordinate with the contractor to modify any construction activities that generated excessive noise levels to the extent feasible.

- The selected contractor will hold a preconstruction meeting with the job inspectors and the general contractor/on-site project manager to confirm that noise mitigation and practices (including construction hours, construction schedule, and noise coordinator) are completed.
- Neighboring property owners within 300 feet of construction activity shall be notified in writing of the construction schedule and at least 30 days prior to loud noise-generating activities. Notification will include the nature and estimated duration of the activity.
- A qualified acoustical professional shall be retained as needed to address neighbor complaints as they occur. If complaints occur, noise measurements could be conducted to determine if construction noise levels at adjacent property lines are within acceptable performance standards. Short-term construction noise monitoring could also be utilized to diagnose complaints and determine if additional reductionary measures are required for certain phases of construction. Additional measures might include temporary local barriers around specific construction equipment or property line barriers. The location, height, and extent of the barriers would be provided by the acoustical professional.

**(MM NOI-3)**

**Construction**

68. All construction activities shall be limited to the hours of 8:00 a.m. to 5:30 p.m, Monday through Friday, and are prohibited on state and federal holidays on the calendar dates that these holidays are observed by the state or federal government as listed below:

New Year's Day (State and Federal)  
Birthday of Martin Luther King, Jr. (State and Federal)  
Washington's Birthday (Federal)  
Lincoln's Birthday (State)  
President's Day (State and Federal)  
Cesar Chavez Day (State)  
Memorial Day (State and Federal)  
Independence Day (State and Federal)  
Labor Day (State and Federal)  
Columbus Day (State and Federal)  
Veterans Day (State and Federal)  
Thanksgiving Day (State and Federal)

Day after Thanksgiving (State)  
Christmas Day (State and Federal)

For specific details on the actual day the state and federal holidays occur, please visit the following websites:

Federal Holidays      <http://www.opm.gov/fedhol>  
California Holidays      <http://www.edd.ca.gov/eddstholiday.htm>

- A. The applicant shall make a good faith effort to minimize project-related disruptions to adjacent properties, and to uses on the site. This shall be communicated to all project-related contractors.
  - B. The applicant shall require their contractors and subcontractors to fit all internal combustion engines with mufflers which are in good condition and shall locate stationary noise-generating equipment such as air compressors as far away from existing residences as possible.
69. Contractor and/or developer shall comply with the following construction, noise, dust and litter control requirements.
- A. A dust and litter control program shall be submitted for the review and approval of the Community Development Division staff. Any violation of the approved program or applicable ordinances shall require an immediate work stoppage. Construction work shall not be allowed to resume until, if necessary, an appropriate construction bond has been posted.
  - B. The site shall be maintained in an orderly fashion. Following the cessation of construction activity, all construction debris shall be removed from the site.

### **Debris Recovery**

70. **At least 15 days prior to the issuance of a grading permit or building permit,** the developer shall demonstrate compliance with the Debris Recovery CalGreen program.

### **Street Names**

71. **Prior to the recordation of the Final Map**, proposed street names shall be submitted for review by the Department of Conservation and Development, GIS/Mapping Section. Alternate street names should be submitted. The Final Map cannot be certified by CDD without the approved street names.

### **Transportation Demand Management**

72. **Prior to the recordation of the Final Map**, the applicant shall submit a Transportation Demand Management (TDM) information program in accord with the requirements of the Transportation Demand Management Ordinance (Chapter 82-32) for review and approval by CDD. The applicant shall also comply with the County Growth Management Program and Bay Area Air Quality Management District regulations regarding transportation.

### **Hazardous Fire Mitigation Plan**

73. **Prior to the recordation of the Final Map**, the applicant shall provide a hazardous fire mitigation plan to address the abatement of hazardous weeds and brush to minimize fire fuel build up for all adjacent open space areas. To maintain 100 feet of defensible space and thereby reduce the risk of wildfires consistent with California Public Resources Code 4291, vegetation management will be required. The HOA will be responsible for reducing the amount of fuel within 100 feet of the property line through annual mowing, grazing, pruning lower limbs from trees and removing dead vegetation (with mowing permitted only insofar as the 100-foot buffer overlaps private backyards of the project residents). The plan shall be reviewed by the San Ramon Valley Protection District and a County appointed biologist to ensure fire abatement will avoid impacts to biologic resources. The plan shall be included as part of the CC&Rs.

**PUBLIC WORKS CONDITIONS OF APPROVAL FOR SUBDIVISION SD13-9338**

**The applicant shall comply with the requirements of Title 8, Title 9 and Title 10 of the Ordinance Code. Any exception(s) must be stipulated in these Conditions of Approval. Conditions of Approval are based on the vesting tentative map submitted to Department of Conservation and Development on August 13, 2019.**

**UNLESS NOTED OTHERWISE, COMPLY WITH THE FOLLOWING CONDITIONS OF APPROVAL PRIOR TO FILING OF THE FINAL MAP.**

**General Requirements**

74. In accordance with Section 92-2.006 of the Ordinance Code, this subdivision shall conform to all applicable provisions of the Subdivision Ordinance (Title 9). Any exceptions therefrom must be specifically listed in this conditional approval statement. The drainage, road and utility improvements outlined below shall require the review and approval of the Public Works Department and are based on the Vesting Tentative Map received by the Department of Conservation and Development, Community Development Division, on August 13, 2019.
75. The applicant shall submit improvement plans prepared by a registered civil engineer to Public Works Department and pay appropriate fees in accordance with the County Ordinance and these conditions of approval. The below conditions of approval are subject to the review and approval of Public Works Department.

**Roadway Improvements (Camille Avenue and Ironwood Place)**

76. The applicant shall construct standard cul-de-sacs at the terminus of the public portions of Camille Avenue and Ironwood Place including curb, 4.5-foot sidewalk necessary longitudinal and transverse drainage, pavement widening and transitions, except for the sidewalk around each cul-de-sac will be limited to one side of the street per exception requested. Applicant shall construct face of curb at the locations as shown on the tentative map.
77. Any cracked and displaced curb and gutter shall be removed and replaced along the project frontage of Camille Avenue and the public portion of Ironwood Place.

Concrete shall be saw cut prior to removal. Existing lines and grade shall be maintained. New curb and gutter shall be doveled into existing improvements.

78. The applicant shall locate any vehicular entrance gates a minimum 20 feet from the edge of pavement to allow vehicles to queue without obstructing through traffic. Sufficient area shall be provided outside any gate to allow a vehicle to turn around and return to the public streets in a forward direction.

### **Emergency Vehicle Access**

79. The applicant shall furnish proof to Public Works Department of the acquisition of all necessary rights of way, rights of entry, permits and/or easements for the construction of emergency vehicle access to the private portion of Ironwood Place north of Lots 5 and 6. Access restrictions shall be coordinated with the San Ramon Valley Fire Protection District.

### **Access to Adjoining Property:**

#### Proof of Access

80. The applicant shall furnish proof to Public Works Department of the acquisition of all necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road and drainage improvements.

#### Encroachment Permit

81. The applicant shall obtain an encroachment permit from the Application and Permit Center for construction of driveways or other improvements within public right of way of Camille Avenue and of Ironwood Place.

#### Right of Way Vacation

82. The applicant shall apply for the vacation of any excess right of way at the terminus of public portions of Camille Avenue and Ironwood Place and pay the appropriate processing fee.



### **Private Roads**

83. The applicant shall construct a paved turnaround at the end of "A" Court, "B" Court and Ironwood Place, all private roads.
84. The applicant shall construct an on-site roadway system to current County private road standards with a minimum traveled width of 20 feet within a 30-foot access easement. Specific roadway easement widths and typical sections are noted on Vesting Tentative Map Sheet TM-7, subject to Advisory Agency findings and exception approval.
85. Improvements to access and utility easements to non-residential parcels and the Emergency Vehicle Access to Ironwood Place north of the subject property shall be constructed as shown on Sheet TM-7 of the Vesting Tentative Map.

### **Road Dedications**

86. Property Owner shall convey to the County, by Offer of Dedication, the right of way necessary for the cul-de-sac improvements at the terminus of the public street portions of Camille Avenue and Ironwood Place. To protect existing trees, the right of way dedication at the terminus of Camille Avenue may be reduced to a 40-foot radius.

### **Street Lights**

87. The applicant shall annex to the Community Facilities District (CFD) 2010-1 formed for Countywide Street Light Financing. Annexation into a street light service area does not include the transfer of ownership and maintenance of street lighting on private roads.

### **Pedestrian Facilities**

#### Pedestrian Access

88. The applicant shall design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act. This shall include all sidewalks, paths, driveway depressions, and curb ramps.

## **Parking**

89. Parking shall be prohibited on one side of on-site roadways where the curb-to-curb width is less than 36 feet and on both sides of on-site roadways where the curb-to-curb width is less than 28 feet. "No Parking" signs shall be installed along these portions of the roads subject to the review and approval of Public Works Department.

## **Utilities/Undergrounding**

90. The applicant shall underground all new and existing utility distribution facilities, including those along the frontage of Camille Avenue and Ironwood Place. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.

## **Construction**

91. Prior to the start of construction-related activities, the applicant shall prepare a Traffic Control Plan (TCP), including a haul route, for the review and approval of the Public Works Department.
92. Prior to the start of demolition or other construction activities, the applicant shall provide a Pavement Condition Survey prepared by a qualified professional firm that provides this service. As part of said Survey, Camille Avenue and Ironwood Place shall be photographed or videotaped prior to site demolition.
93. During the course of the project construction potholes or extensive pavement fatigue will be repaired immediately upon notice by the County Public Works Department. Other routine repairs will be made every three years to the satisfaction of the Public Works Department while the project is still under construction.
94. After the project is completed, the applicant shall undertake all repairs necessary to bring the roads to a condition equal to the condition that the road would have

been without the project, considering the existing condition before the start of demolition or other construction activities and normal deterioration with time.

95. Prior to filing of the Final Map the applicant shall include a line item for final roadway repairs in the executed and bonded subdivision agreement. The amount shall be deemed sufficient by Public Works Department.

### **Maintenance of Facilities**

96. The maintenance obligation of all common and open space areas, private roadways, any private street lights, public and private landscaped areas, perimeter walls/fences, and on-site drainage facilities shall be included in the covenants, conditions, and restrictions (CC&Rs) or other appropriate instruments of conveyance. The language shall be submitted for the review and approval of the Zoning Administrator and Public Works Department at least 60 days prior to filing of the Final Map for the first phase.
97. The applicant shall ensure that all public and private (street lights), landscaping, private roads, and any retaining walls on-site be privately maintained in perpetuity. A maintenance plan of operation for all common areas, private roads and perimeter walls/fences shall be submitted for Public Works Department review. The County will not accept these properties or facilities for ownership or maintenance.

### **Drainage Improvements:**

#### Collect and Convey

98. The applicant shall collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage facility, to a natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the storm waters to a natural watercourse, in accordance with Division 914 of the Ordinance Code. Applicant shall verify the adequacy at any downstream drainage facilities accepting stormwater from this project prior to discharging runoff. If the downstream system(s) is inadequate to handle the existing and developed project condition for the required design storm, improvements shall be constructed to make the system adequate. The applicant shall obtain access rights to make any necessary improvements to off-site facilities.

Exception (Subject to Advisory Agency findings and approval)

The applicant shall be permitted an exception to allow a diversion of stormwater entering and/or originating on the subject property to the Camille Avenue storm drain system provided that the applicant verifies the adequacy of the storm water facility or natural watercourse to which the stormwater shall be directed. If the off-site conveyance system or ultimate drainage facility or natural watercourse to which stormwater is proposed to be diverted is inadequate, the applicant shall be responsible for all costs related to the construction and/or right of way acquisition related to any necessary improvements to make the system adequate.

**Miscellaneous Drainage Requirements**

99. The applicant shall design and construct all storm drainage facilities in compliance with the Ordinance Code and Public Works Department design standards.
100. The applicant shall prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
101. A private storm drain easement, conforming to the width specified in Section 914-14.004 of the County Ordinance Code, shall be dedicated on the Final Map over all portions of the proposed storm drain system traversing the site serving or traversing more than a single parcel.
102. The applicant shall make a cash payment to the Flood Control District at the rate of \$0.10 per square foot of new impervious surface area created by the development for ongoing maintenance of San Ramon Creek. The added impervious surface area created by the development will be based on the Flood Control District's standard impervious surface area ordinance.

**Creek Structure Setbacks**

103. The applicant shall relinquish "development rights" over that portion of the site that is within the structure setback area of the watercourse traversing the site from the northwest corner of Lot 30 and to the proposed culvert entrance at "A" Lane. The structure setback area shall be determined by using the criteria

outlined in Chapter 914-14, "Rights of Way and Setbacks," of the Subdivision Ordinance. "Development rights" shall be conveyed to the County by grant deed.

Exception (Subject to Advisory Agency findings and approval)

The structure setback area within Lots 21-24 may be reduced subject to the review of the Public Works Department based on a hydrology and hydraulic study and geotechnical analysis of the soil which shows that the creek banks will be stable and non-erosive with the anticipated creek flows and velocities. The hydrology and hydraulic study shall be based upon the ultimate development of the watershed.

Those sections of "A" Drive, "A" Lane, "B" Court, and bridge structures on "A" Court and "B" Drive which fall within the structure setback area of the creek shall also be subject to the above condition of approval. If sections of the roadway fall within the structure setback area as defined by the Ordinance Code, then the applicant shall submit a soils and geotechnical report verifying the stability of the creek bank in the vicinity of the access road and structures.

**Hold Harmless**

104. The property owner shall be aware that the creek banks on the site are potentially unstable. The property owner shall execute a recordable agreement with the County which states that the developer and the property owner and the future property owner(s) will hold harmless Contra Costa County and the Contra Costa County Flood Control and Water Conservation District in the event of damage to the on-site and off-site improvements as a result of creek-bank failure or erosion.

**Foundation Design Considerations**

105. The applicant shall design the foundations for residences and other affected improvements based on a soils and geotechnical report. The soils and geotechnical report shall address potential soils and bank instability resulting from potential erosive creek flows, potential creek-bank erosion and instability, and shall be submitted to the Building Inspection Division for review. The foundation design may incorporate conservative design analysis rather than rigorous geotechnical analysis if acceptable to the Building Inspection Division.

### **National Pollutant Discharge Elimination System (NPDES)**

106. The applicant shall be required to comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, or any of its Regional Water Quality Control Boards (San Francisco Bay - Region II).

Compliance shall include developing long-term best management practices (BMPs) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long-term BMPs in accordance with the Contra Costa Clean Water Program for the site's storm water drainage:

- Minimize the amount of directly connected impervious surface area.
- Install approved full trash capture devices on all catch basins (excluding catch basins within bioretention basins) as reviewed and approved by Public Works Department. Trash capture devices shall meet the requirements of the County's NPDES permits.
- Place advisory warnings on all catch basins and storm drains using current storm drain markers.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Shallow roadside and on-site swales.
- Distribute public information items regarding the Clean Water Program and lot specific IMPs to buyers.
- Other alternatives comparable to the above as approved by Public Works Department.

### **Stormwater Management and Discharge Control Ordinance**

107. The applicant shall submit a FINAL Storm Water Control Plan (SWCP) and a Stormwater Control Operation and Maintenance Plan (O+M Plan) to the Public Works Department, which shall be reviewed for compliance with the County's National Pollutant Discharge Elimination System (NPDES) Permit and shall be deemed consistent with the County's Stormwater Management and Discharge Control Ordinance (§1014) prior to filing of the first final map. Amendments to these documents as applicable shall be submitted to Public Works prior to filing

final maps for each subsequent phase. To the extent required by the NPDES Permit, the Final Stormwater Control Plan and the O+M Plan will be required to comply with NPDES Permit requirements that have recently become effective that may not be reflected in the preliminary SWCP and O+M Plan. All time and materials costs for review and preparation of the SWCP and the O+M Plan shall be borne by the applicant.

108. Improvement Plans shall be reviewed to verify consistency with the final SWCP and compliance with Provision C.3 of the County's NPDES Permit and the County's Stormwater Management and Discharge Control Ordinance (§1014).
109. Storm water management facilities shall be subject to inspection by Public Works Department staff; all time and materials costs for inspection of stormwater management facilities shall be borne by the applicant.
110. Prior to filing of the first Final Map the property owner(s) shall enter into a standard Stormwater Management Facility Operation and Maintenance Agreement with Contra Costa County, in which the property owner(s) shall accept responsibility for and related to operation and maintenance of the proposed stormwater facilities, and grant access to relevant public agencies for inspection of stormwater management facilities.
111. Prior to filing the first final map, the property owner(s) shall annex the subject property in its entirety into Community Facilities District (CFD) No. 2007-1 (Stormwater Management Facilities), which funds responsibilities of Contra Costa County under its NPDES Permit to oversee the ongoing operation and maintenance of stormwater facilities by property owners.
112. Any proposed water quality features that are designed to retain water for longer than 72 hours shall be subject to the review of the Contra Costa Mosquito & Vector Control District.
113. All treatment BMP/IMPs constructed within each phase of the proposed development shall be designed and sized to treat, at a minimum, storm water generated from each phase constructed.

**ADVISORY NOTES**

**ADVISORY NOTES ARE ATTACHED TO THE CONDITIONS OF APPROVAL, BUT ARE NOT CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED IN ORDER TO INFORM THE APPLICANT OF ADDITIONAL REGULATIONS, ORDINANCES, AND REQUIREMENTS THAT MAY BE APPLICABLE TO THE PROPOSED PROJECT.**

**A. NOTICE OF 90-DAY OPPORTUNITY TO PROTEST FEES, DEDICATIONS, RESERVATIONS, OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.**

This notice is intended to advise the applicant that pursuant to Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations, and/or exactions required as part of this project approval. The opportunity to protest is limited to a 90-day period after the project is approved.

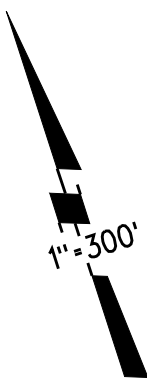
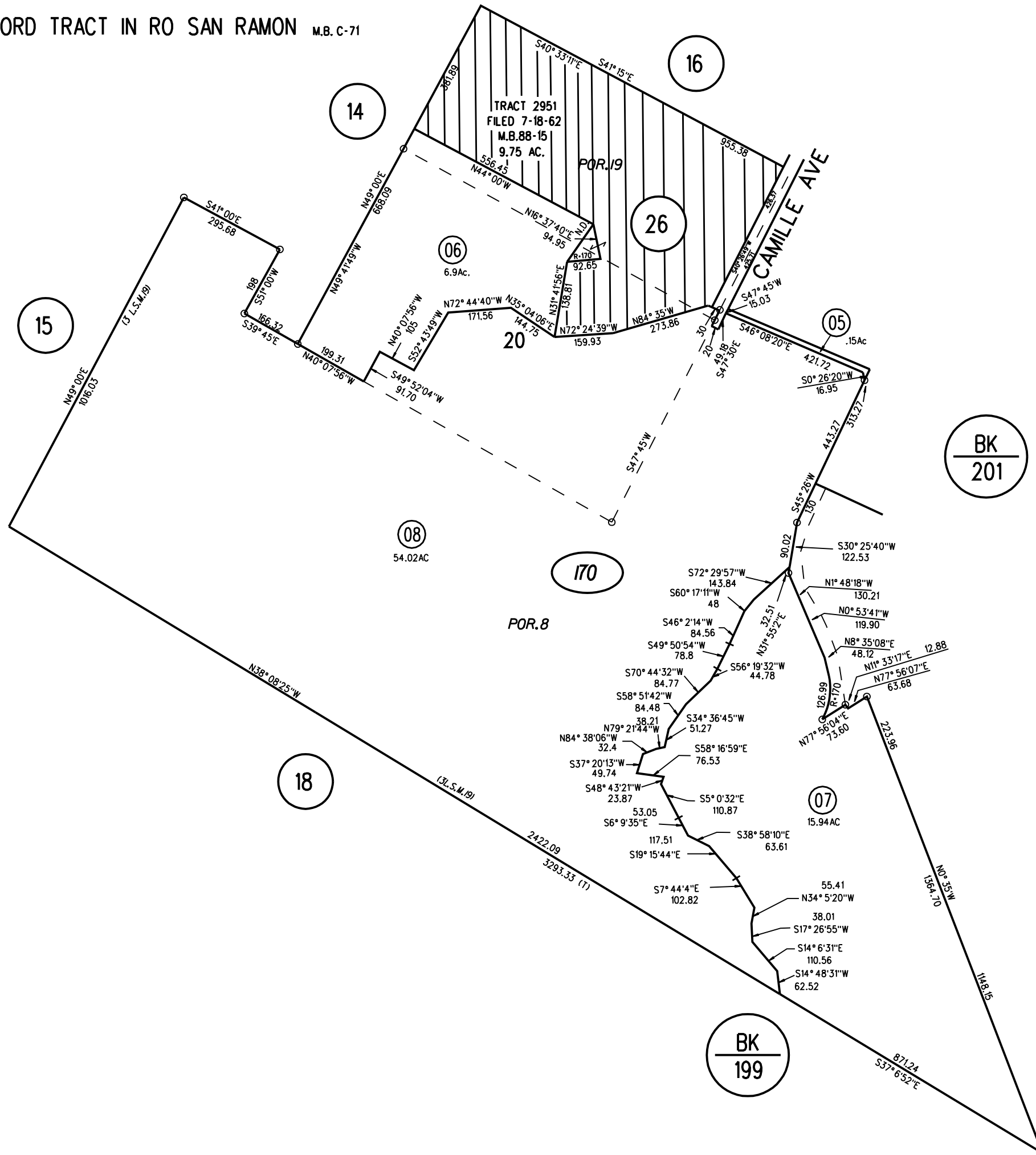
The ninety (90) day period, in which you may protest the amount of any fee or the imposition of any dedication, reservation, or other exaction required by this approved permit, begins on the date this permit was approved. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and delivered to the Department of Conservation and Development within 90 days of the approval date of this permit.

- B. The applicant will be required to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the Alamo, Tri Valley and SCC Regional Areas of Benefit as adopted by the Board of Supervisors.
- C. This project may be subject to the requirements of the Department of Fish and Wildlife. It is the applicant's responsibility to notify the Department of Fish and Wildlife, 2825 Cordelia Road, Suite 100, Fairfield, CA 94534, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Wildlife Code.
- D. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.



- E. This project is subject to the development fees in effect under County Ordinance as of April 4, 2014, the date the vesting tentative map application was accepted as complete by the Department of Conservation and Development. These fees are in addition to any other development fees, which may specified in the conditions of approval.
- F. The applicant shall participate in the P2B Alamo Police Services District.
- G. The applicant shall comply with the requirements of the following agencies:
  - Department of Conservation and Development, Building Inspection Division
  - San Ramon Valley Fire Protection District
  - Central Contra Costa Sanitary District
  - East Bay Municipal Utility District

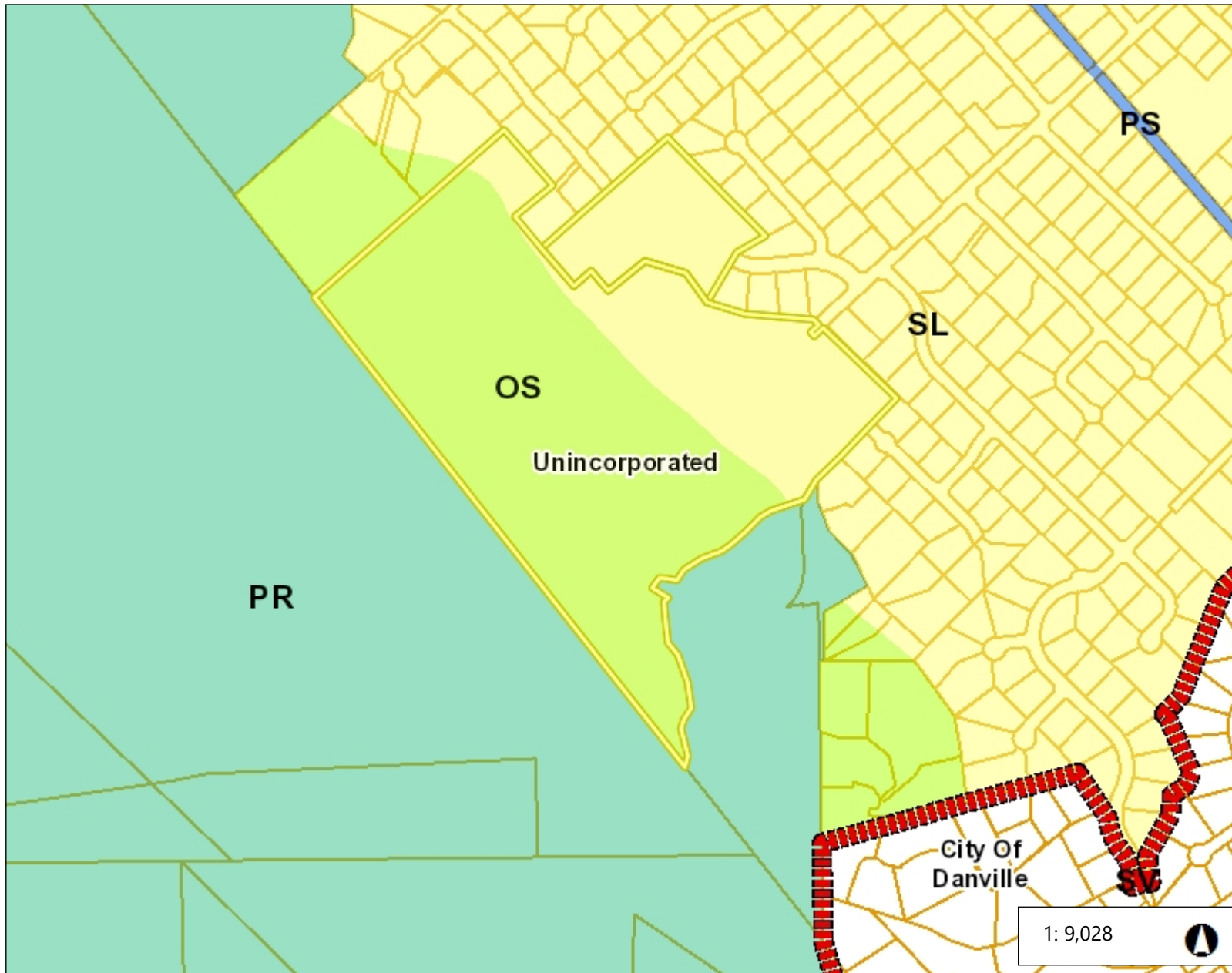
G:\Current Planning\curr-plan\Staff Reports\Major Subdivisions (SD)\SD13-9338 Ball Estates\CPC\SD13-9338\_REV\_COA\_08-14-19.docx  
REV 081319



1"=300'

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

# General Plan: Single-Family Residential-Low Density (SL) and Open Space (OS)



## Legend



City Limits

Unincorporated

General Plan

- SV (Single Family Residential - Ver
- SL (Single Family Residential - Low
- SM (Single Family Residential - Me
- SH (Single Family Residential - Hig
- ML (Multiple Family Residential - Lc
- MM (Multiple Family Residential - Iv
- MH (Multiple Family Residential - H
- MV (Multiple Family Residential - V
- MS (Multiple Family Residential - V
- CC (Congregate Care/Senior Housi
- MO (Mobile Home)
- M-1 (Parker Avenue Mixed Use)
- M-2 (Downtown/Waterfront Rodeo I
- M-3 (Pleasant Hill BART Mixed Use
- M-4 (Willow Pass Road Mixed Use)
- M-5 (Willow Pass Road Commercia
- M-6 (Bay Point Residential Mixed U
- M-7 (Pittsburg/Bay Point BART Star
- M-8 (Dougherty Valley Village Cent
- M-9 (Montalvin Manor Mixed Use)
- M-10 (Willow Pass Business Park M
- M-11 (Appian Way Mixed Use)
- M-12 (Triangle Area Mixed Use)

## Notes

Contra Costa County -DOIT GIS

0.3 0 0.14 0.3 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

# Zoning: Single-Family Residential District (R-20)



## Legend



City Limits

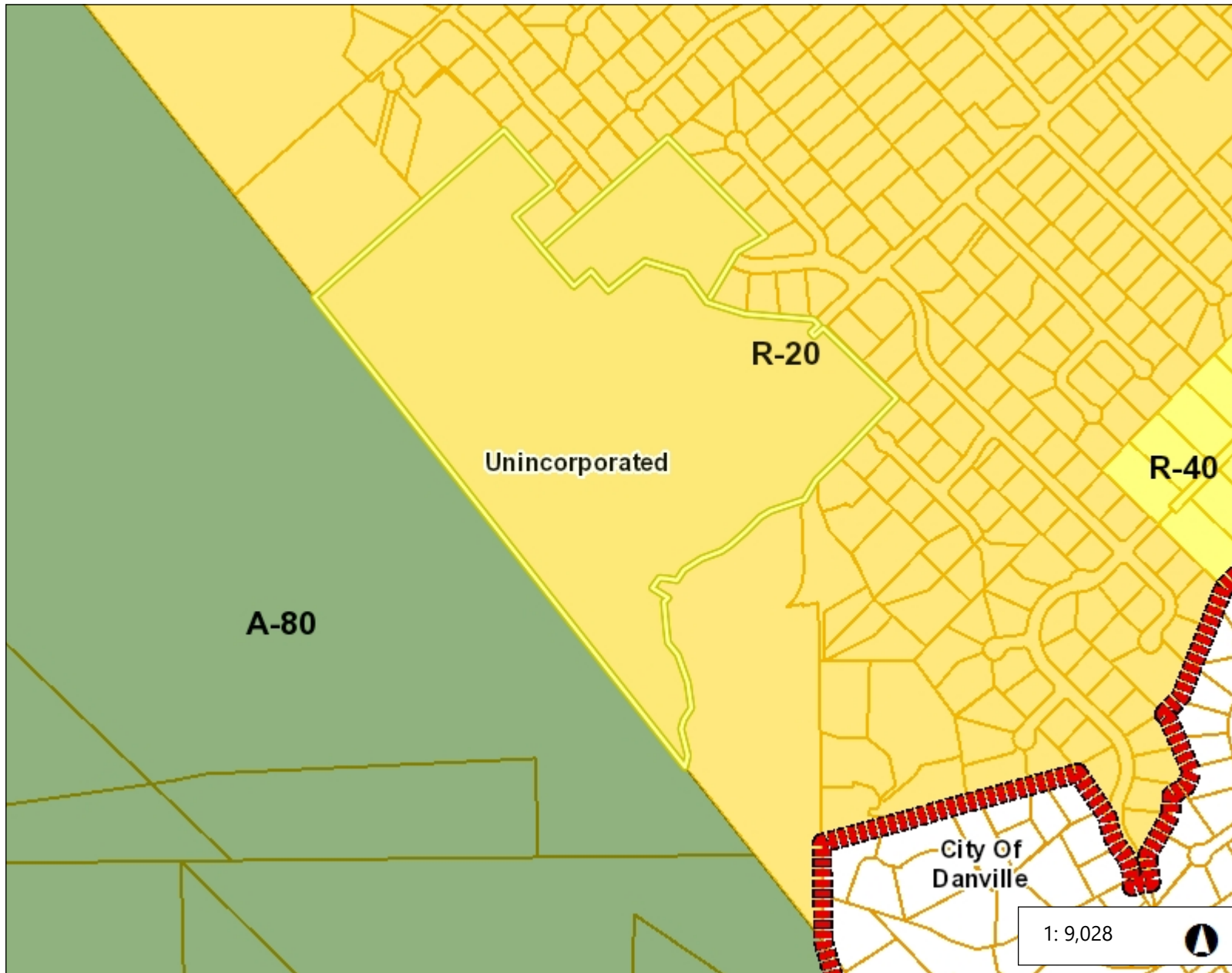
Unincorporated

Zoning

- R-6 (Single Family Residential)
- R-6, -FH -UE (Single Family Resid Urban Farm Animal Exclusion Com)
- R-6 -SD-1 (Single Family Resident Hillside Development Combining Di)
- R-6 -TOV -K (Single Family Reside View Ordinance and Kensington Cc)
- R-6, -UE (Single Family Residential Exclusion Combining District)
- R-6 -X (Single Family Residential - Combining District)
- R-7 (Single Family Residential)
- R-7 -X (Single Family Residential - Combining District)
- R-10 (Single Family Residential)
- R-10, -UE (Single Family Residenti Exclusion Combining District)
- R-12 (Single Family Residential)
- R-15 (Single Family Residential)
- R-20 (Single Family Residential)
- R-20, -UE (Single Family Residenti Exclusion Combining District)
- R-40 (Single Family Residential)
- R-40, -FH -UE (Single Family Resic Urban Farm Animal Exclusion Com)
- R-40, -UE (Single Family Residenti Exclusion Combining District)
- R-65 (Single Family Residential)
- R-100 (Single Family Residential)

## Notes

Contra Costa County -DOIT GIS



0.3 0 0.14 0.3 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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# Aerial Photograph



## Legend

- City Limits
- Unincorporated
- Assessment Parcels
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations



1: 9,028



0.3 0 0.14 0.3 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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## Notes

Contra Costa County -DOIT GIS



GENERAL NOTES:

1. OWNER: CAMILLE IRONWOOD PROPERTIES, LLC  
300 CAMILLE AVENUE  
ALAMO, CA 94507
2. PROPERTY ADDRESS: 333 CAMILLE AVENUE  
ALAMO, CA 94507
3. LAND DEVELOPER, CIVIL ENGINEER: ALIQUOT ASSOCIATES, INC.  
1390 SOUTH MAIN ST., SUITE 310  
WALNUT CREEK, CA 94596  
PHONE: (925) 476-2300  
FAX : (925) 476-2350  
CONTACT: VINCE D'ALO
4. ASSESSOR'S PARCEL NUMBERS: 198-170-006; 198-170-008
5. EXISTING USE: SINGLE FAMILY RESIDENTIAL AND OFFICE USE  
PROPOSED USE: SINGLE FAMILY RESIDENTIAL (2 EXISTING UNITS, 33 ADDITIONAL UNITS)
6. EXISTING ZONING: R-20 (SINGLE-FAMILY RESIDENTIAL - LOT SIZE 20,000 SQUARE FEET MINIMUM)  
PROPOSED ZONING: R-20 (SINGLE-FAMILY RESIDENTIAL - LOT SIZE 20,000 SQUARE FEET MINIMUM)
7. CONTRA COSTA COUNTY GENERAL PLAN: SINGLE-FAMILY RESIDENTIAL LOW DENSITY (SL)  
(1.0 - 2.9 SINGLE FAMILY UNITS PER NET ACRE)
8. SITE AREAS: 21.69 ACRES: DEVELOPED SITE AREA  
1.42 ACRES - PARCEL A  
20.27 ACRES - 35 LOTS  
35.2 ACRES - PARCEL B  
3.64 ACRES - PARCEL C
9. GROSS AREA: TOTAL = 60.54 ACRES
10. NUMBER OF LOTS: 19.83 ACRES (21.69 AC - 1.86 AC OF STREET RIGHT OF WAY = 19.83 AC)  
19.83 X 2.9 = 57 LOTS (MAXIMUM NUMBER OF LOTS PER GENERAL PLAN)
11. PROPOSED NUMBER OF LOTS: 35 LOTS (FIVE OF WHICH ARE EXISTING)
12. NET DENSITY: 35 LOTS = 1.76 U/AC (35 U / 19.83 AC = 1.76 U/AC)
13. LOT SIZE: AVERAGE 25,197 SF±  
MINIMUM 20,000 SF±  
MAXIMUM 52,622 SF±
14. FEMA: ZONE X - AREA OF MINIMAL FLOOD HAZARD  
ABOVE THE 500-YEAR FLOOD LEVEL  
PER CONTRA COSTA COUNTY FIRM MAP  
PANEL #34 OF 602  
MAP NUMBER 0601300434F  
EFFECTIVE DATE JUNE 16, 2009.
15. UTILITIES: SEWER - CENTRAL CONTRA COSTA SANITARY DISTRICT  
WATER - EAST BAY MUNICIPAL WATER DISTRICT (EBMUD)  
SERVICE ZONE: FSA  
SERVING ELEVATIONS: RANGE FROM 250 FEET TO 450 FEET  
STORM DRAIN - CONTRA COSTA COUNTY  
FIRE - SAN RAMON VALLEY FIRE PROTECTION DISTRICT  
GAS & ELECTRIC - PACIFIC GAS AND ELECTRIC (PG&E)  
TELEPHONE - AT&T  
CABLE - COMCAST CABLE
16. BENCHMARK: CCCC BM # 3652 CCC FASTENER & TAG  
IN NORTHEAST CORNER OF TYPE "C"  
INLET ON SOUTH SIDE OF CAMILLE AVE.  
85'+/- WEST OF INTERSECTION CAMILLE  
AVE & S.P.R.R.  
ELEV. 323.235 (NGVD 29)
17. PARCELS: A. SCENIC PARCEL OWNERSHIP: HOA  
B. OPEN SPACE OWNERSHIP: HOA, LAND CONSERVANCY  
C. BUFFER ZONE OWNERSHIP: TRUST, OR PUBLIC AGENCY  
D. STAGING AREA OWNERSHIP: HOA

ABBREVIATION INDEX

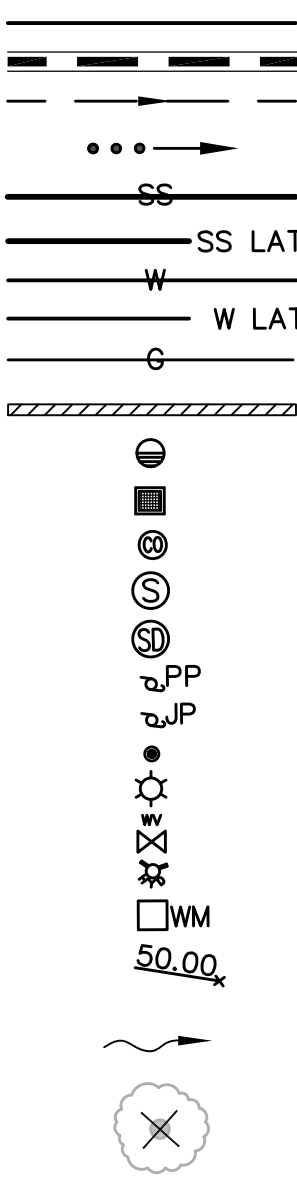
⊙	AT	P	PAD
AB	AGGREGATE BASE	PAE	PRIVATE ACCESS EASEMENT
AC	ASPHALT CONCRETE	PAV	PAVEMENT
ARV	AIR RELEASE VALVE	PFW	PERIMETER FENCE WALL
BC	BEGINNING OF CURVE	PL	PROPERTY LINE
BCR	BEGIN CURB RETURN	P/L	PROPERTY LINE
BDRY	BOUNDARY	PP	POWER POLE
BO	BLOW OFF	PRC	POINT OF REVERSE CURVATURE
BLDG	BUILDING	PR	PROPOSED
BW	BOTTOM OF WALL (AT FINISHED GRADE)	PT	POINT
CB	CATCH BASIN	PUE	PUBLIC UTILITY EASEMENT
CIPP	CAST IN PLACE PIPE	RET	RETAINING
C/L	CENTER LINE	RI	RODDING INLET
C&G	CURB AND GUTTER	R/W	RIGHT OF WAY
CO	CLEAN OUT	SD	STORM DRAIN LINE
CMP	CORRUGATED METAL PIPE	SDE	STORM DRAIN EASEMENT
CONC	CONCRETE	SDMH	STORM DRAIN MANHOLE
DE	DRAINAGE EASEMENT	SF	SQUARE FEET
DI	DROP INLET	SS	SANITARY SEWER LINE
DIP	DUCTILE IRON PIPE	SSE	SANITARY SEWER EASEMENT
DLR	DRAIN LINE RADIUS	SSFM	SANITARY SEWER FORCE MAIN
DWY	DRIVEWAY	SSMH	SANITARY SEWER MANHOLE
EB	ELECTRICAL BOX	STR	STRUCTURE
EC	END OF CURB	SWK	SIDEWALK
ECR	END OF CURB RETURN	TB	TOP OF BANK
ELEV	ELEVATION	TC	TOP OF VERTICAL CURB
EP	EDGE OF PAVEMENT	TFC	TOP OF FLUSH CURB
EX, (E)	EXISTING	T(PFW)	TOP OF PERIMETER FENCE WALL
FC	FACE OF CURB	TOF	TOP OF FOOTING
FF	FINISH FLOOR ELEVATION	TP	TOP OF PAVEMENT
FH	FIRE HYDRANT	TW	TOP OF WALL
FL	FLOW LINE	TYP	TYPICAL
G	GAS	W	WATER
GB	GRADE BREAK	WM	WATER METER
GBL	GRADE BREAK LINE	WV	WATER VALVE
GR	GRATE	EBRP	EAST BAY REGIONAL PARK
GUT	GUTTER	PAE	PRIVATE ACCESS EASEMENT
G LIP	GUTTER LIP	SSE	SANITARY SEWER EASEMENT
HP	HIGH POINT	PSDE	PRIVATE STORM DRAIN EASEMENT
INV	INVERT	PUE	PUBLIC UTILITY EASEMENT
JP	JOINT POLE	PVT	PRIVATE
JT	JOINT TRENCH	CCWD	CONTRA COSTA WATER DISTRICT
LP	LOW POINT	CCOCFCWD	CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
MH	MANHOLE		
(N)	NEW		
NIC	NOT IN CONTRACT		
NTS	NOT TO SCALE		
OE/OHE	OVERHEAD ELECTRIC		

INDEX:

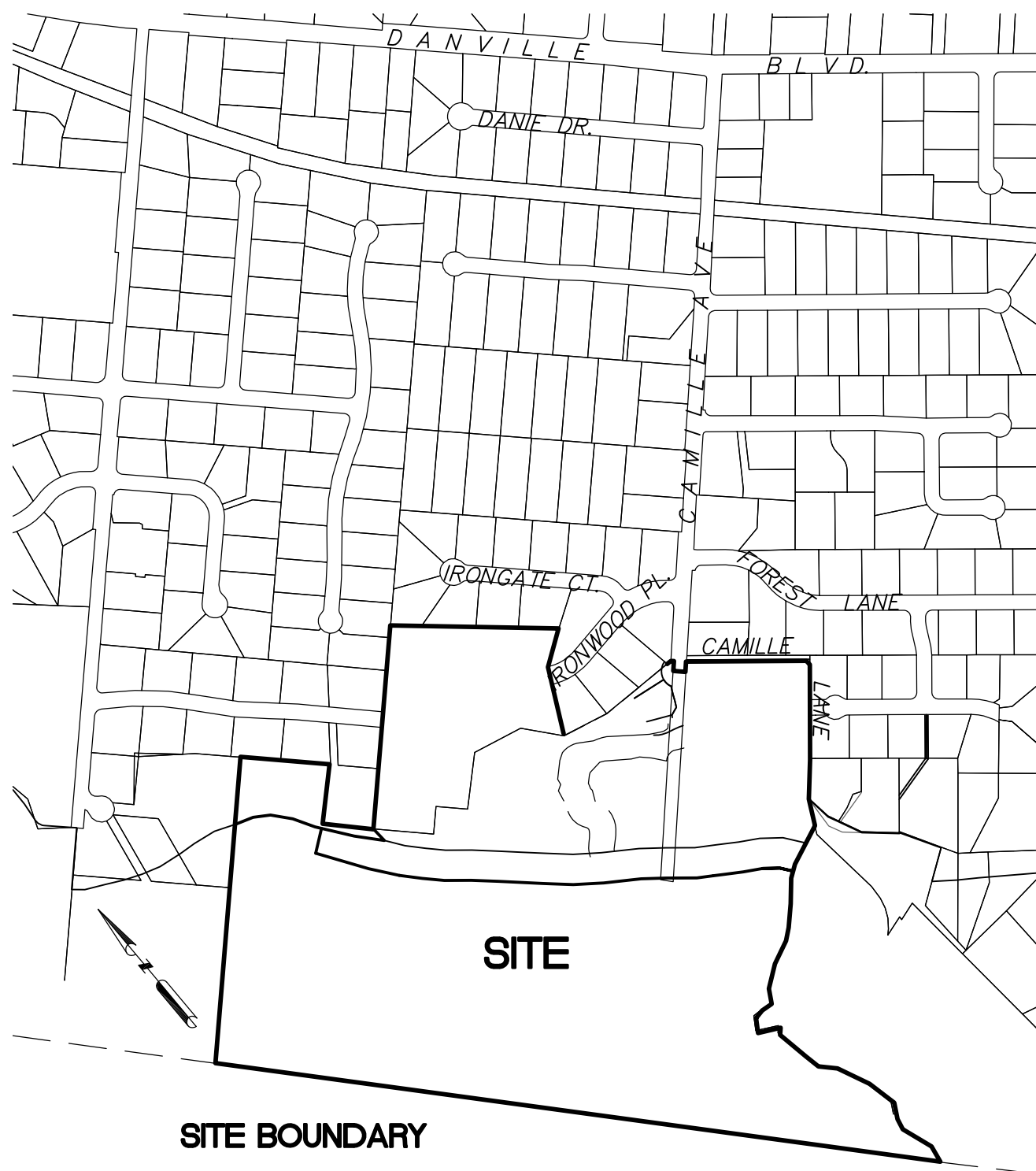
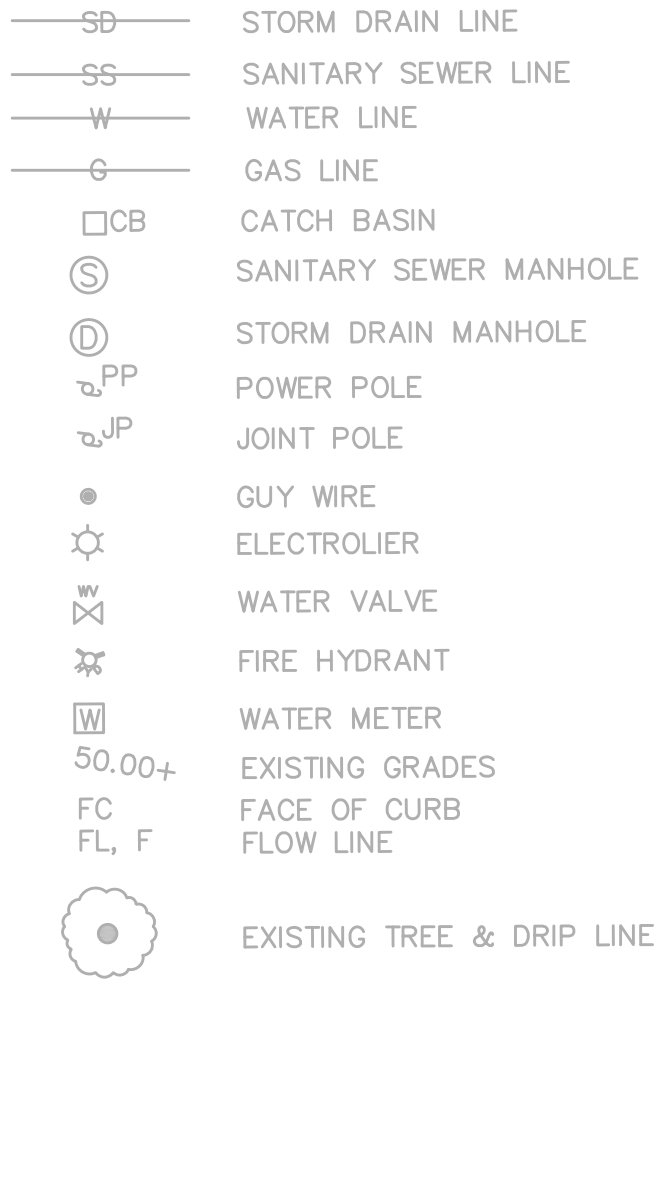
- TM-1 TITLE SHEET  
TM-2 EXISTING CONDITIONS  
TM-3 LOT AREAS AND DIMENSIONS  
TM-4 GRADING & DRAINAGE PLAN  
TM-5 TREE PRESERVATION PLAN  
TM-6 UTILITY PLAN  
TM-7 TYPICAL ROAD SECTIONS  
TM-8 STORMWATER CONTROL PLAN

LEGEND

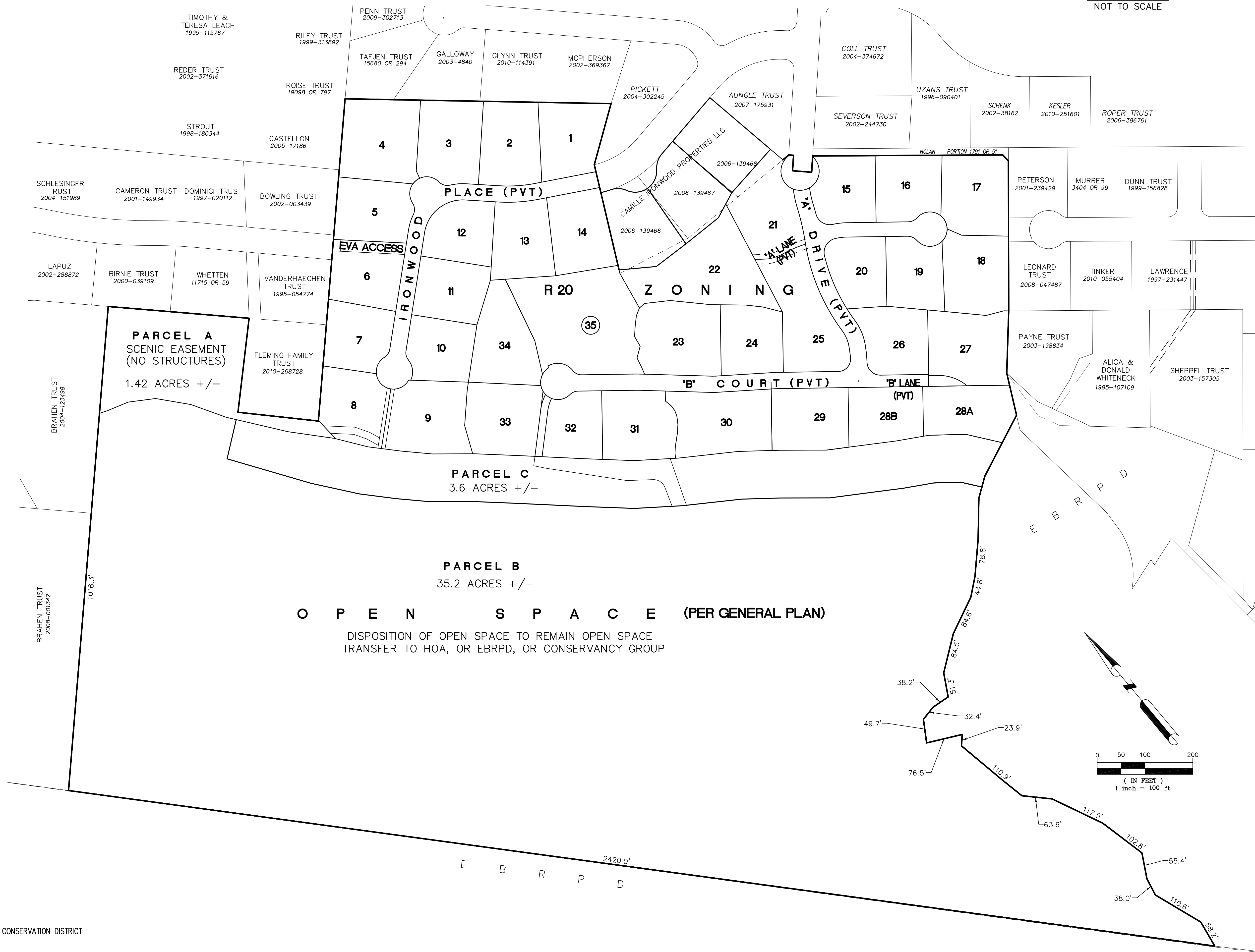
PROPOSED



EXISTING



VICINITY MAP  
NOT TO SCALE

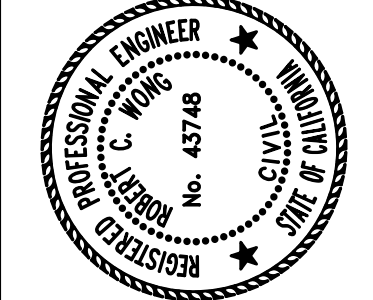


PHASED VESTING TENTATIVE MAP  
BALL ESTATES  
TITLE SHEET

SUBDIVISION 9338 - 333 CAMILLE AVENUE

CONTRA COSTA COUNTY

ALAMO



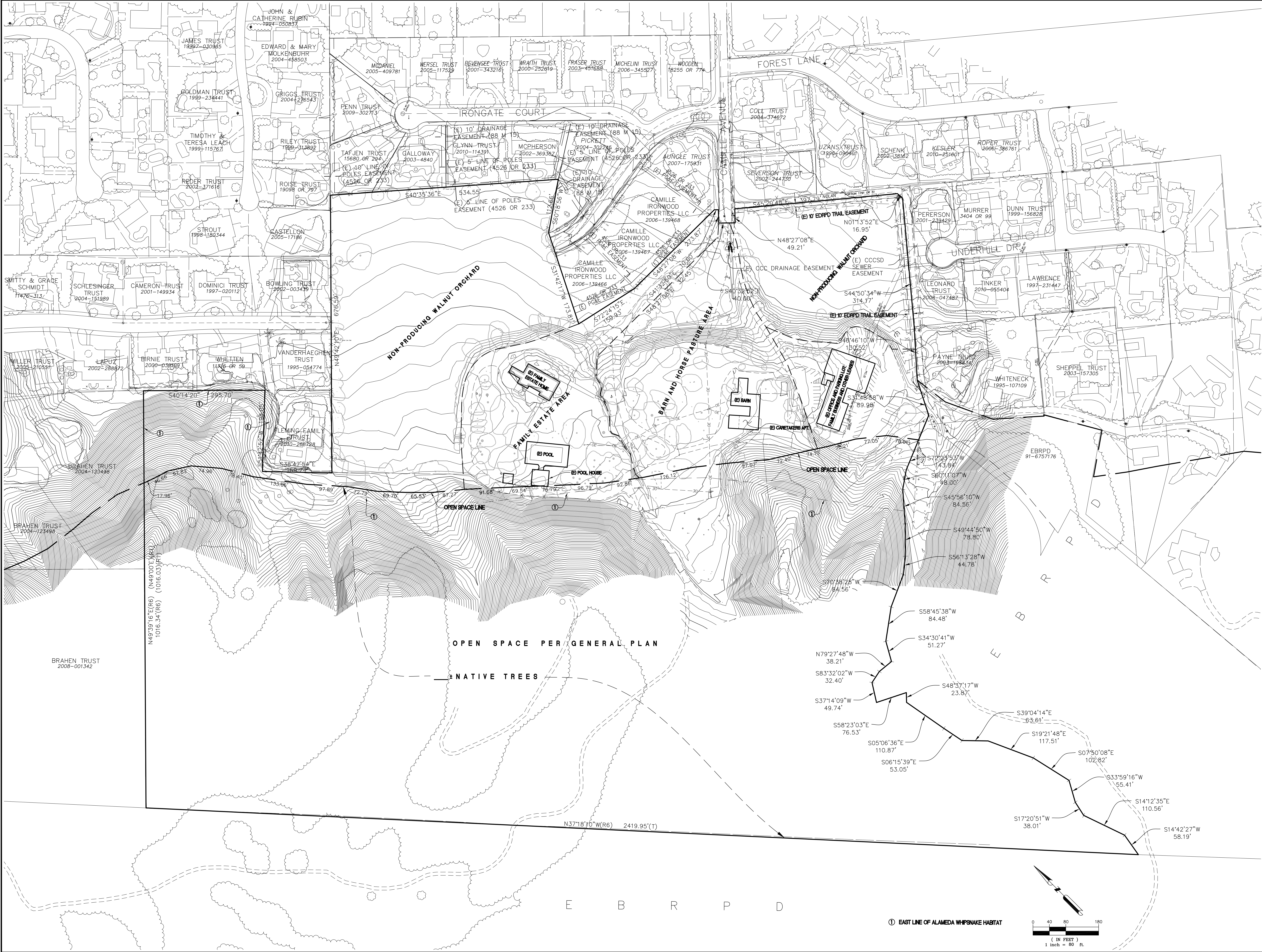
Planners  
Civil Engineers  
Surveyors



Aliquot Associates, Inc.  
1390 S. Main St., Ste. 310  
Walnut Creek, CA 94596  
Telephone: (925) 476-2300  
Fax: (925) 476-2350


No.	Revisions	Date	By	Check	Scale	Drawn	Approved	Job No.
1		8/13/2019	AS	SI/OW		MAJ/FW	JPH	20102
Drawing Number: TM-1								
1 OF 8								

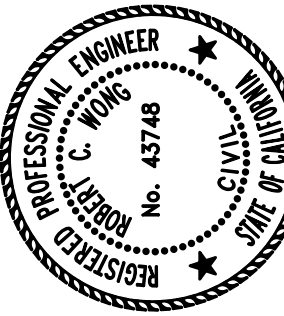




Alquist Associates, Inc.  
1390 S. Main St., Ste. 310  
Walnut Creek, CA 94596  
Telephone: (925) 716-2300  
Fax: (925) 716-2350

Planners  
Civil Engineers  
Surveyors

ALQUIST

REGISTERED PROFESSIONAL ENGINEER  
COSTA COUNTY, CALIFORNIA  
No. 43748  
Exp. 12/31/2022

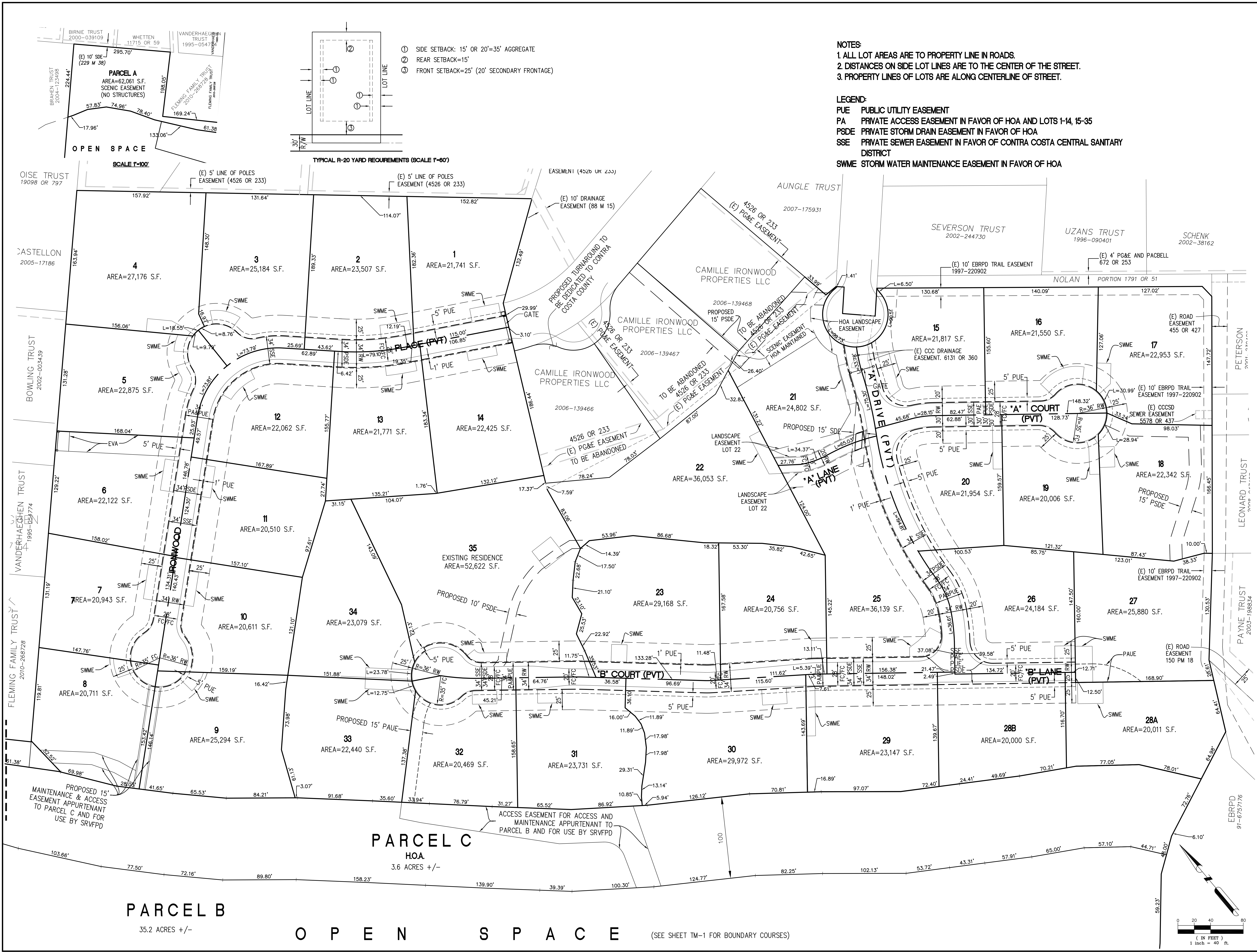
VESTING TENTATIVE MAP  
BALL ESTATES  
EXISTING CONDITIONS  
SUBDIVISION 9338 - 333 CAMILLE AVENUE  
CONTRA COSTA COUNTY  
CALIFORNIA

ALAMO

No.	Revisions
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10

Drawing Number:  
**TM-2**  
2 OF 8





- ① SIDE SETBACK: 15' OR 20'=35' AGGREGATE
- ② REAR SETBACK=15'
- ③ FRONT SETBACK=25' (20' SECONDARY FRONTAGE)

NOTES:  
1. ALL LOT AREAS ARE TO PROPERTY LINE IN ROADS.  
2. DISTANCES ON SIDE LOT LINES ARE TO THE CENTER OF THE STREET.  
3. PROPERTY LINES OF LOTS ARE ALONG CENTERLINE OF STREET.

LEGEND:  
PUE PUBLIC UTILITY EASEMENT  
PA PRIVATE ACCESS EASEMENT IN FAVOR OF HOA AND LOTS 1-14, 15-35  
PSDE PRIVATE STORM DRAIN EASEMENT IN FAVOR OF HOA  
SSE PRIVATE SEWER EASEMENT IN FAVOR OF CONTRA COSTA CENTRAL SANITARY DISTRICT  
SWME STORM WATER MAINTENANCE EASEMENT IN FAVOR OF HOA

Aliquot Associates, Inc.  
10000  
Valencia Creek, CA 94590  
Telephone: (925) 475-2300  
Fax: (925) 475-2350

Planners  
Civil Engineers  
Surveyors

REGISTERED PROFESSIONAL ENGINEER  
No. 43748  
EXPIRATION DATE 12/31/2024

VESTING TENTATIVE MAP - LOT AREAS  
BALL ESTATES  
SITE PLAN  
SUBDIVISION 9338 - 333 CAMILLE AVENUE  
CONTRA COSTA COUNTY  
ALAMO

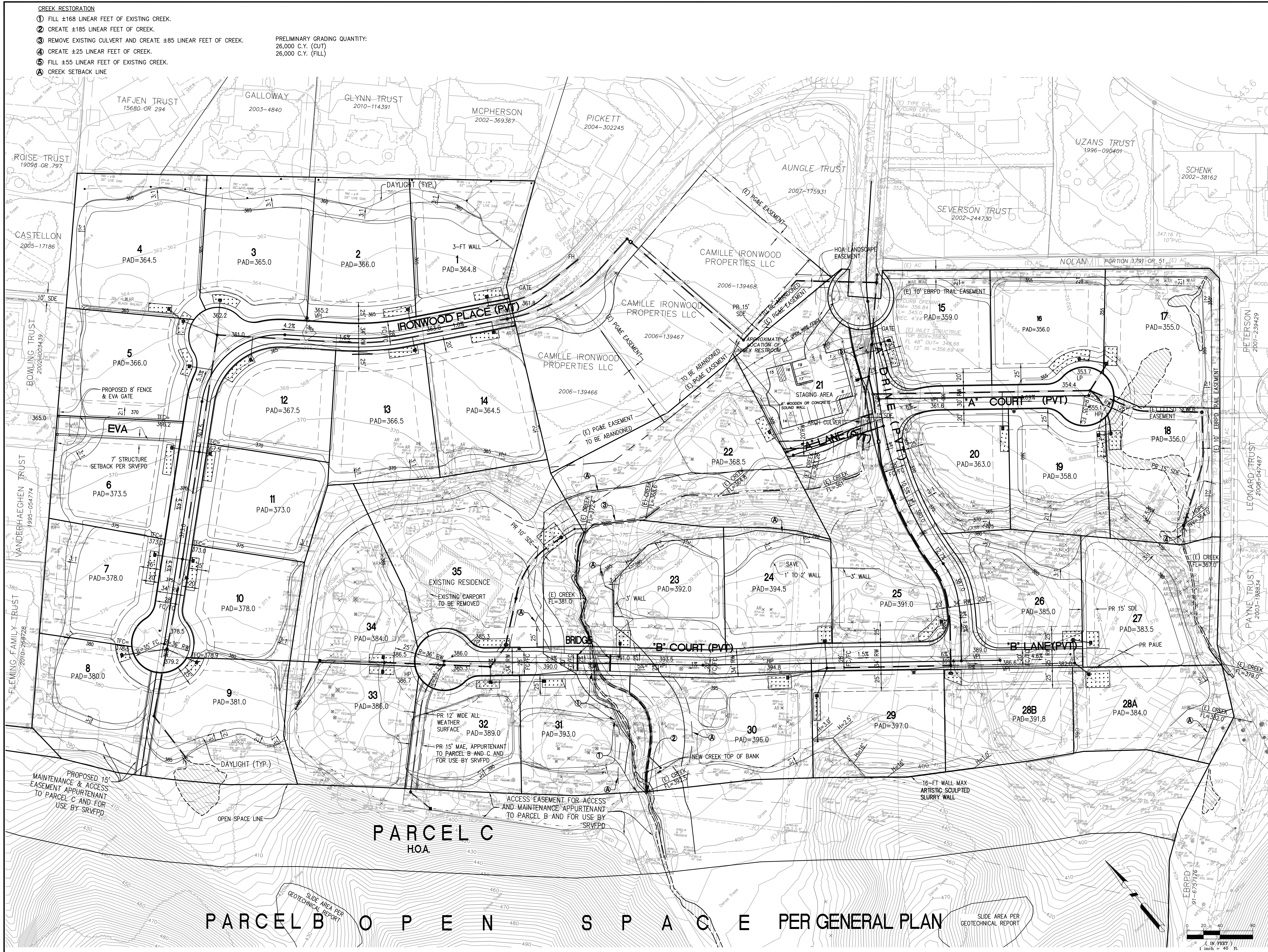
No.	Revisions
1	DATE 8/13/2019 Scale 1"=40' Design VAD Drawn FW Approved RCW Job No. 201032.0

Drawing Number:  
**TM-3**  
3 OF 8



- CREEK RESTORATION
- 1 FILL ±168 LINEAR FEET OF EXISTING CREEK.
  - 2 CREATE ±185 LINEAR FEET OF CREEK.
  - 3 REMOVE EXISTING CULVERT AND CREATE ±85 LINEAR FEET OF CREEK.
  - 4 CREATE ±25 LINEAR FEET OF CREEK.
  - 5 FILL ±55 LINEAR FEET OF EXISTING CREEK.
  - 6 CREEK SETBACK LINE

PRELIMINARY GRADING QUANTITY:  
26,000 C.Y. (CUT)  
26,000 C.Y. (FILL)



VESTING TENTATIVE MAP  
BALL ESTATES  
GRADING AND DRAINAGE PLAN  
SUBDIVISION 9338 - 333 CAMILLE AVENUE  
CONTRA COSTA COUNTY  
ALAMO

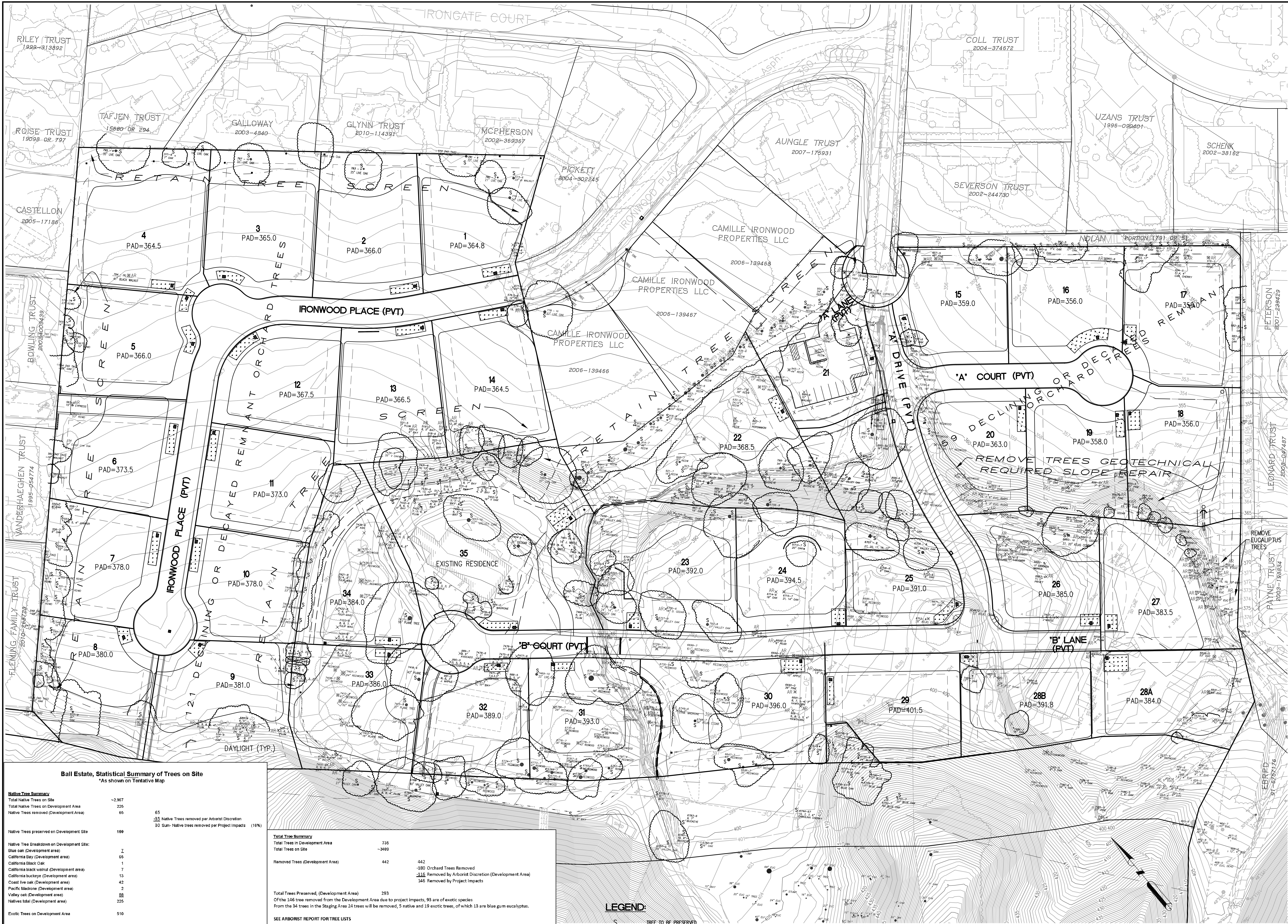
Revisions

No.	Date	By	Check	Appr.
1	8/13/2019	TM-4		

Drawing Number:  
**TM-4**  
4 OF 8

ALIQUOT  
Planners  
Civil Engineers  
Surveyors  
1380 S. Main St., Ste. 310  
Walnut Creek, CA 94596  
Telephone: (925) 976-2300  
Fax: (925) 976-2300





Ball Estate, Statistical Summary of Trees on Site		
*As shown on Tentative Map		
<b>Native Tree Summary</b>		
Total Native Trees on Site	~2,967	
Total Native Trees on Development Area	225	
Native Trees removed (Development Area)	65	
Native Trees preserved on Development Site	160	
<b>Native Tree Breakdown on Development Site:</b>		
Blue oak (Development area)	7	
California Bay (Development area)	65	
California Black Oak	1	
California black walnut (Development area)	7	
California buckeye (Development area)	13	
Coast live oak (Development area)	42	
Pacific Madrone (Development area)	2	
Valley oak (Development area)	88	
Natives total (Development area)	225	
Exotic Trees on Development Area	510	
<b>Oak Summary</b>		
Total Oaks on Project Development Area	138	
Oaks removed (Development Area)	34	
Oaks preserved on Development Site	104	
<b>SEE ARBORIST REPORT FOR TREE LISTS</b>		
<b>Key</b>		
Development Area / Project Impact Area	Lots and street development, and wetland mitigation area. Does not include Staging Area	
Development Area & Open Space	Trees selected to be removed by the Arborist which will be removed to facilitate the health of another tree or a species not conducive to the Alamo climate environment.	
Trees removed per Arborist discretion:	Community facility for access to the Madrone Trail dedicated to EBRPD	
Staging Area (19 parking spaces) -		

Total Tree Summary		
Total Trees in Development Area	735	
Total Trees on Site	~3489	
<b>Removed Trees (Development Area)</b>		
Removed Trees (Development Area)	442	442
<b>Total Trees Preserved, (Development Area)</b>		
Total Trees Preserved, (Development Area)	293	
Of the 146 trees removed from the Development Area due to project impacts, 95 are of exotic species		
From the 34 trees in the Staging Area 24 trees will be removed, 3 native and 19 exotic trees, of which 13 are blue gum eucalyptus.		
<b>SEE ARBORIST REPORT FOR TREE LISTS</b>		
<b>Key</b>		
Development Area / Project Impact Area	Lots and street development, and wetland mitigation area. Does not include Staging Area	
Development Area & Open Space	Trees selected to be removed by the Arborist which will be removed to facilitate the health of another tree or a species not conducive to the Alamo climate environment.	
Trees removed per Arborist discretion:	Community facility for access to the Madrone Trail dedicated to EBRPD	
Staging Area (19 parking spaces) -		

**LEGEND:**

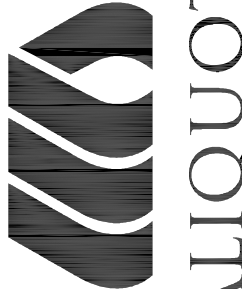
S TREE TO BE PRESERVED

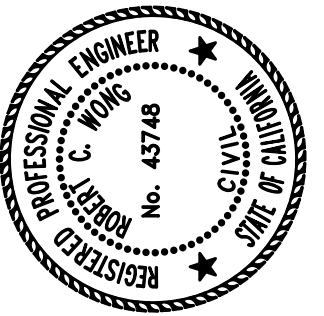
AR X TREE DESIGNATED BY ARBORIST FOR REMOVAL REGARDLESS OF PROJECT IMPACTS

X TREE TO BE REMOVED DUE TO PROJECT IMPACTS

Alquist Associates, Inc.  
1380 S. Main St., Ste. 310  
Walnut Creek, CA 94596  
Telephone: (925) 762-2300  
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Planners  
Civil Engineers  
Surveyors

ALQUIST

REGISTERED PROFESSIONAL ENGINEER  
CIVIL  
No. 4748  
EXPIRATION DATE 12/31/2022

CALIFORNIA

VESTING TENTATIVE MAP  
BALL ESTATES  
TREE PRESERVATION PLAN

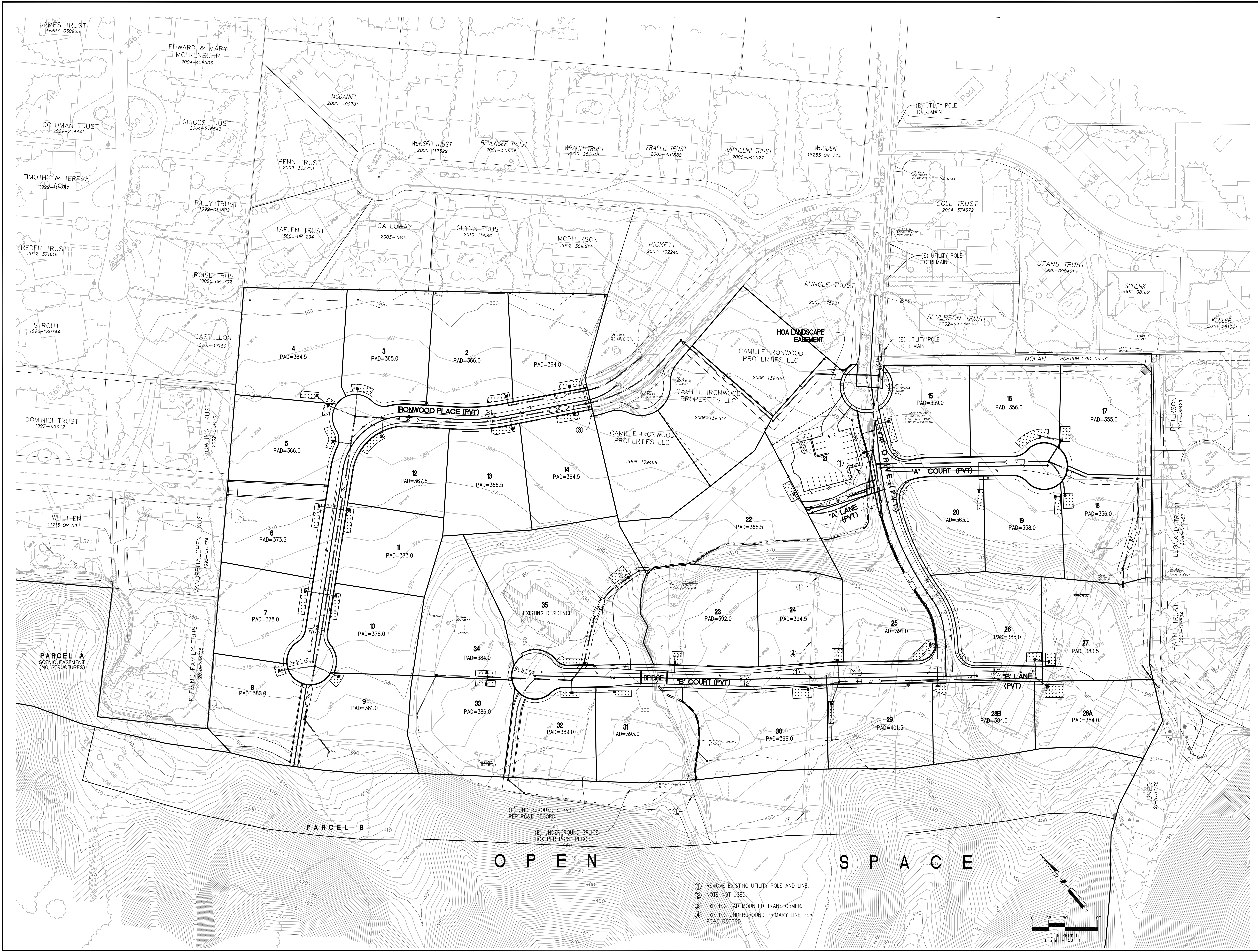
SUBDIVISION 9338 - 333 CAMILLE AVENUE  
CONTRA COSTA COUNTY

ALAMO

No.	Revisions
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2	12/13/2019
3	12/13/2019
4	12/13/2019
5	12/13/2019
6	12/13/2019
7	12/13/2019
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98	12/13/2019
99	12/13/2019
100	12/13/2019

Drawing Number:  
**TM-5**  
5 OF 8





- ① REMOVE EXISTING UTILITY POLE AND LINE. NOTE NOT USED.
- ② EXISTING PAD MOUNTED TRANSFORMER.
- ③ EXISTING UNDERGROUND PRIMARY LINE PER PG&E RECORD.
- ④ EXISTING UNDERGROUND SERVICE PER PG&E RECORD.

VESTING TENTATIVE MAP  
BALL ESTATES  
UTILITY PLAN

SUBDIVISION 9338 - 333 CAMILLE AVENUE  
CONTRA COSTA COUNTY

ALAMANO

ALIQUOT

Planners  
Civil Engineers  
Surveyors

ALIQUOT ASSOCIATES, INC.  
1380 S. Main St., Ste. 310  
Walnut Creek, CA 94596  
Telephone: (925) 976-2300  
Fax: (925) 976-2300

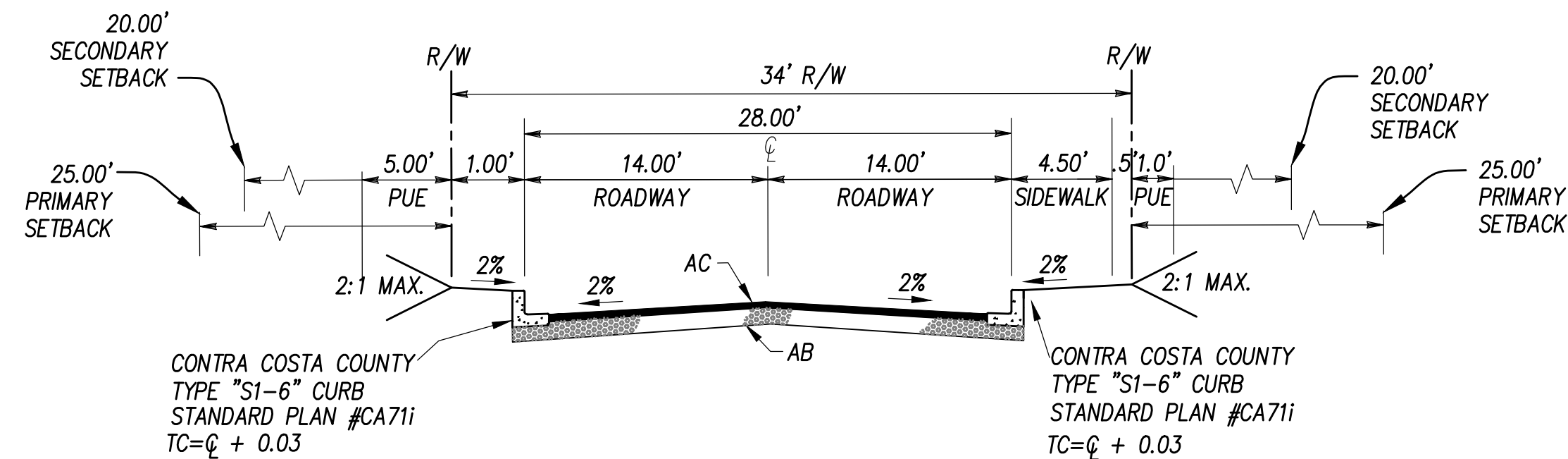
REGISTERED PROFESSIONAL ENGINEER  
No. 47748  
Civil Engineering  
State of California

Revisions

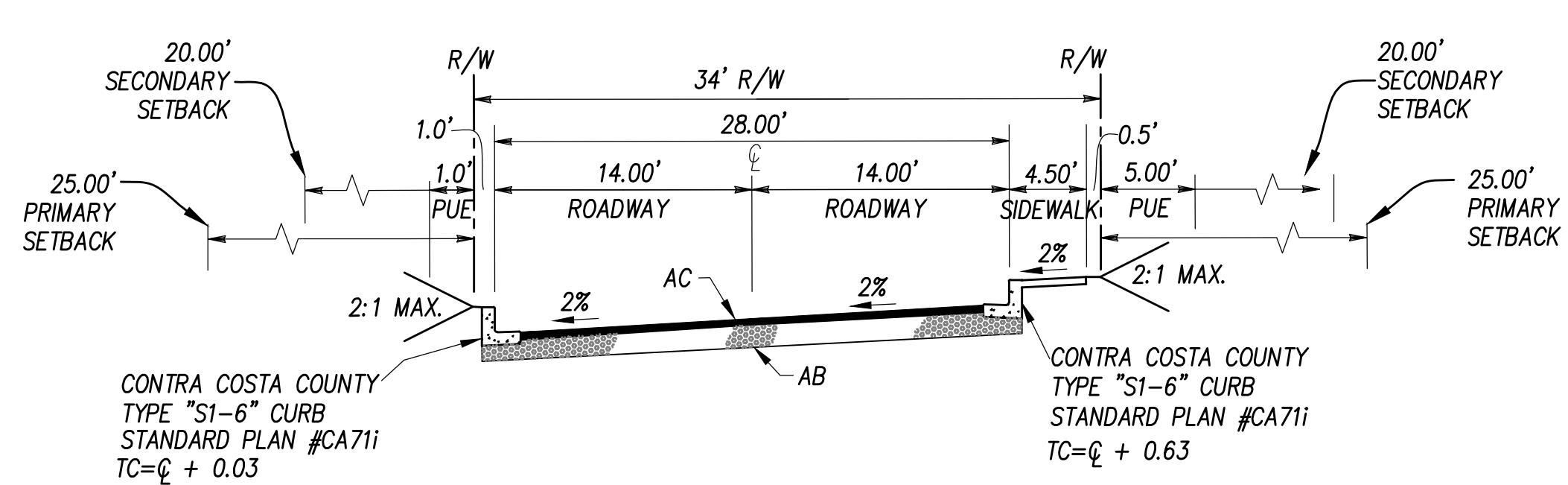
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35	8/13/2019	MD	MD	MD

Drawing Number:  
**TM-6**  
6 OF 8

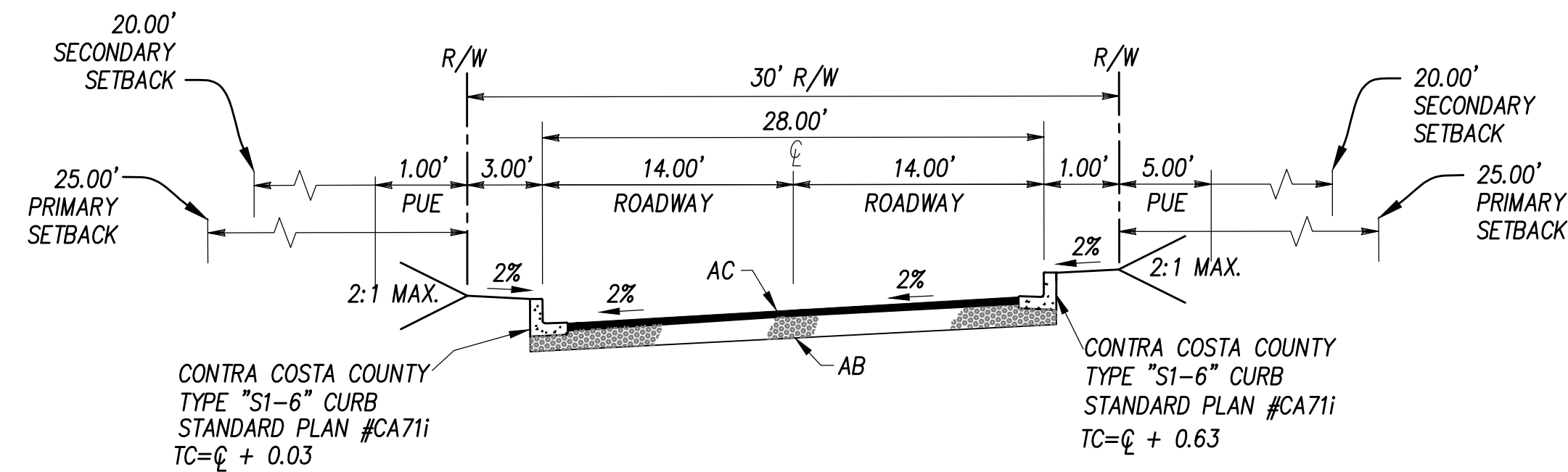




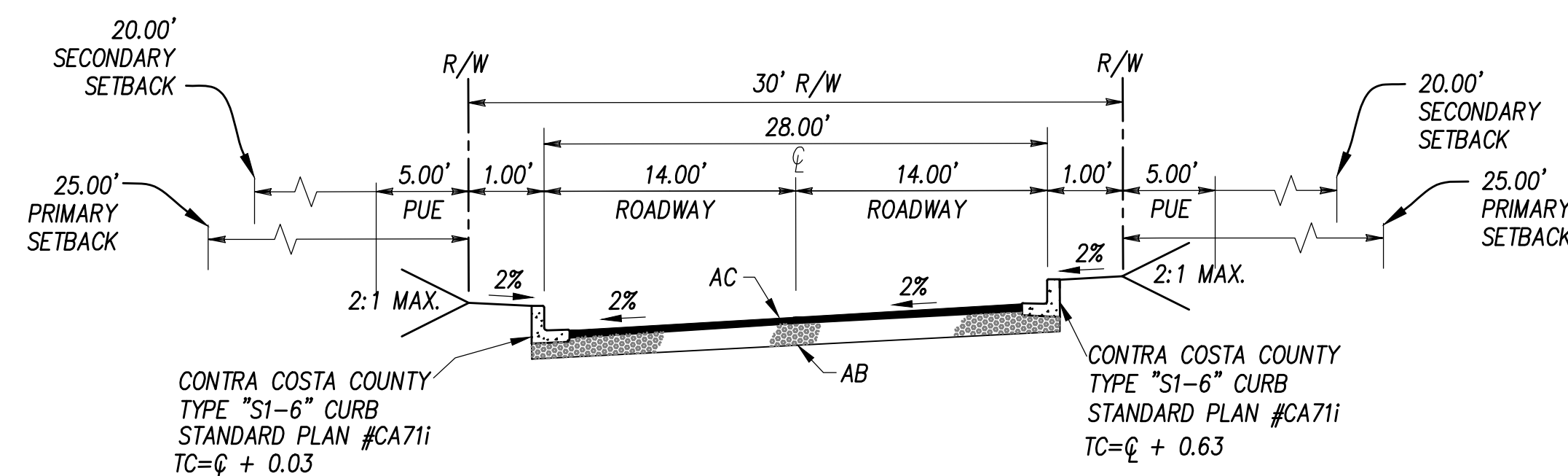
IRONWOOD PLACE (PRIVATE ROAD)



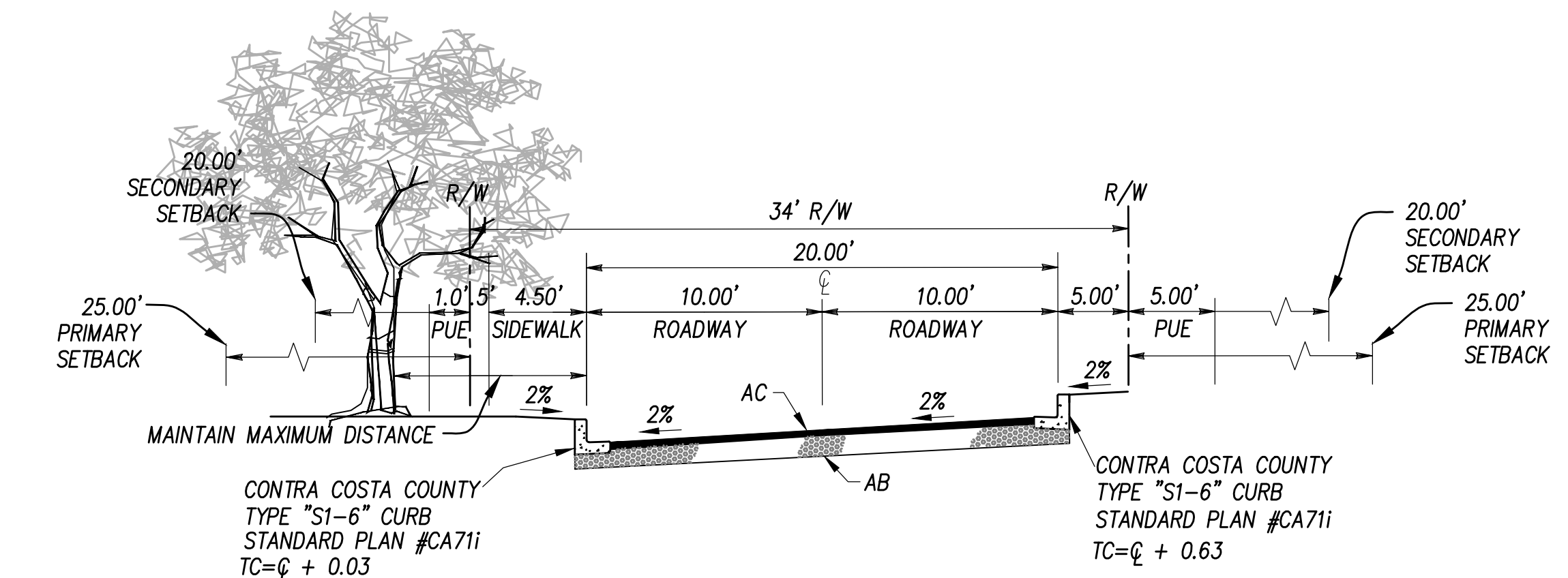
A DRIVE (PRIVATE ROAD)



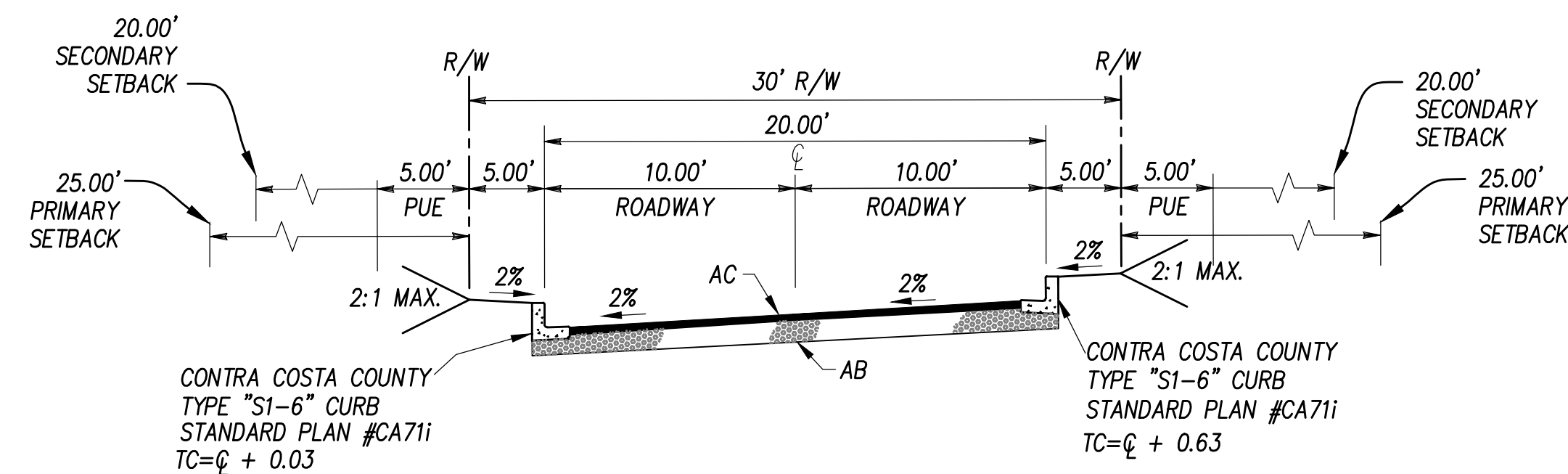
A COURT (PRIVATE ROAD)



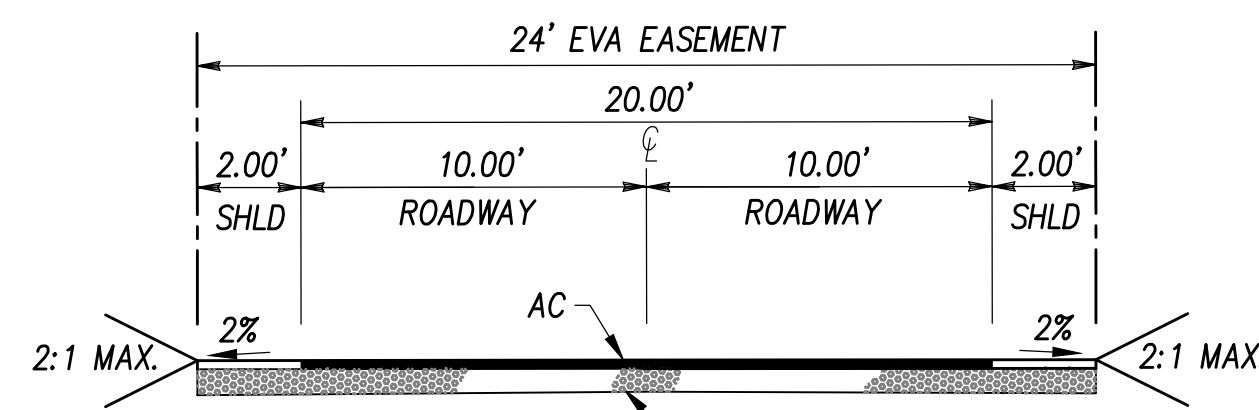
B COURT (PRIVATE ROAD)



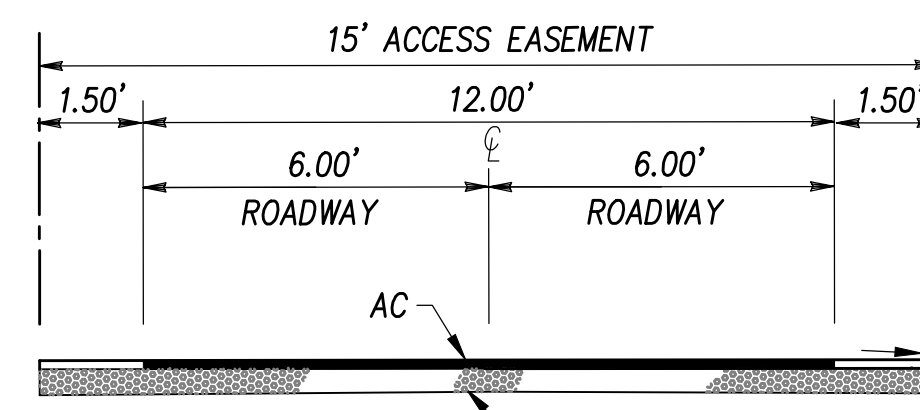
B COURT (PRIVATE ROAD)



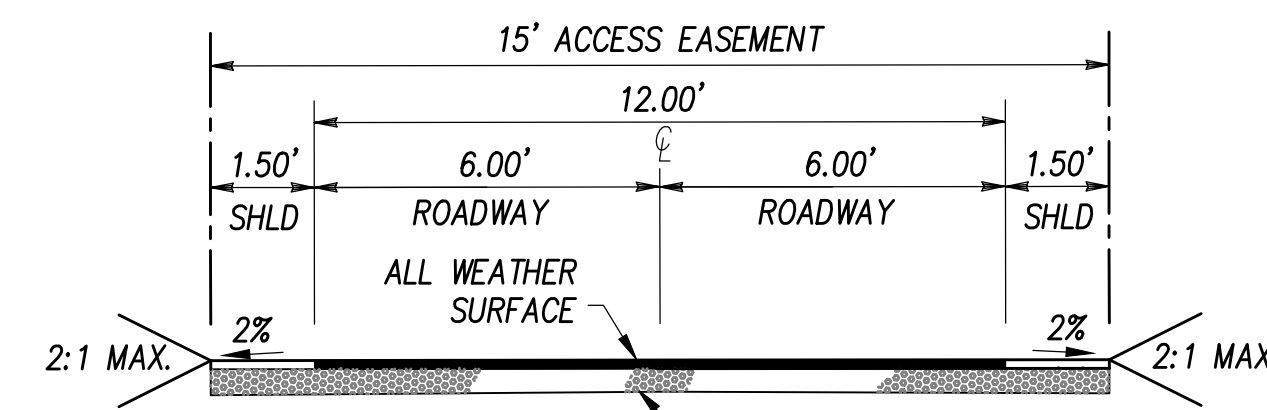
B LANE (PRIVATE ROAD)



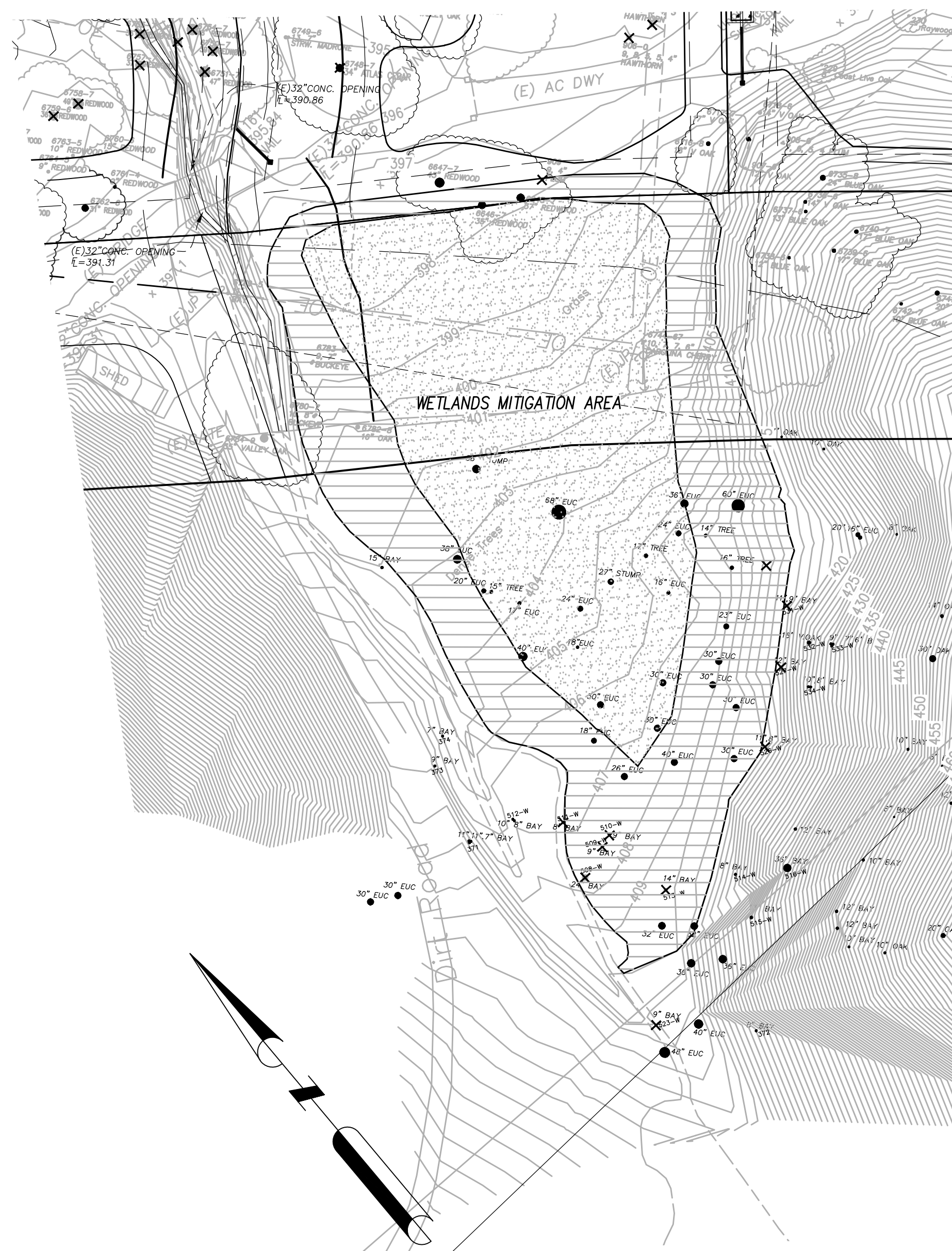
EVA ACCESS ROADWAY  
LOTS 5 AND 6



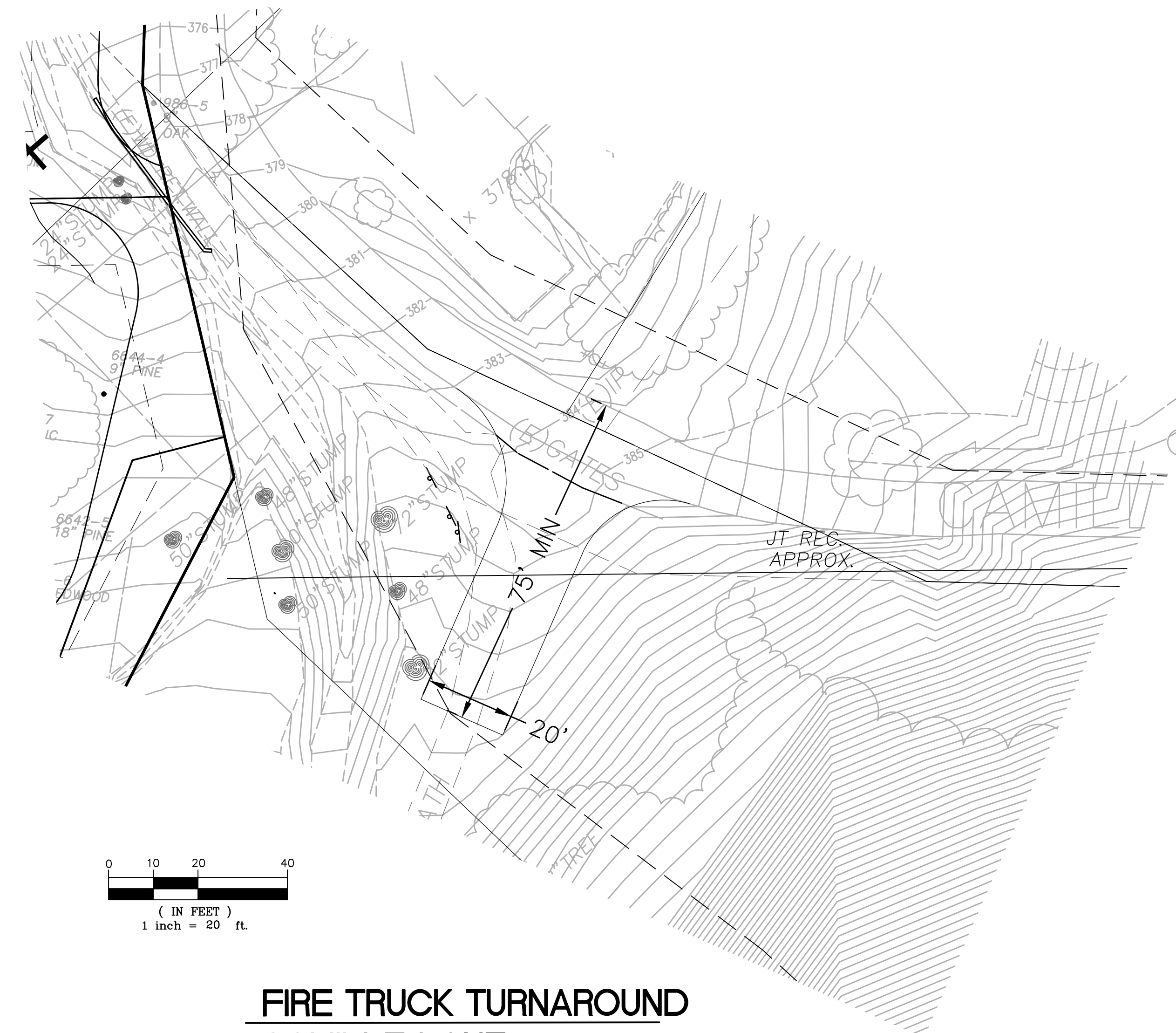
ACCESS AND MAINTENANCE ROADWAY  
LOTS 8 AND 9



P.A.U.E. ROADWAY  
LOTS 32 AND 33

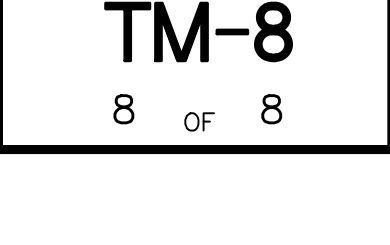


WETLAND MITIGATION AREA  
SOUTHWEST OF LOT 30



FIRE TRUCK TURNAROUND  
CAMILLE LANE





COMMON DMA'S ATTRIBUTED TO SAME IMP			
IMP #	DMA #	DMA #	TOTAL IMP AREA PROVIDED (SF)
IMP#1	DMA 1	DMA 36	340
IMP#2	DMA 2	DMA 38	346
IMP#6	DMA 6	DMA 42	365
IMP#7	DMA 7	DMA 44	400
IMP#10	DMA 10	DMA 45	400
IMP#11	DMA 11	DMA 43	365
IMP#12	DMA 12	DMA 41	426
IMP#13	DMA 13	DMA 39	354
IMP#14	DMA 14	DMA 37	340
IMP#15	DMA 15	DMA 54	368
IMP#16	DMA 16	DMA 53	693
IMP#21	DMA 21	DMA 52	468
IMP#22	DMA 22	DMA 55	360
IMP#23	DMA 23	DMA 47	340
IMP#24	DMA 24	DMA 48	330
IMP#25	DMA 25	DMA 50	394
IMP#26	DMA 26	DMA 51	322
IMP#28	DMA 28	DMA 49	582

A SWME-STORM WATER MAINTENANCE EASEMENT IN FAVOR OF HOA



## ORDINANCE NO. 2019-26

(Uncodified)

### (Development Agreement for the Ball Estates Project)

The Board of Supervisors of Contra Costa County ordains as follows:

**SECTION 1. Summary and Purpose.** The purpose of this ordinance is to approve a development agreement for the Ball Estates Project, located in the Alamo area of Contra Costa County.

**SECTION 2. Authority.** This ordinance is enacted pursuant to Government Code sections 65864 through 65869.5 and Contra Costa County Board of Supervisors' Resolution No. 85/412, which establishes the County's procedures for the consideration of development agreements.

### **SECTION 3. Recitals.**

- (a) DWB PROPERTY LLC, a Nevada limited liability company; SS & JS PROPERTIES, LLC, a California limited liability company; SAILBACK, LLC, a California limited liability company; PEGACORN INVESTMENTS, LLC, a California limited liability company; GNBALLJR PROPERTY, LLC, a Nevada limited liability company; SPARTAN 43, LLC, a California limited liability company; POSITIVELY POWERFUL, LLC, a California limited liability company; NWBF, LLC, a California limited liability company; SBNB PROPERTY, LLC, a Nevada limited liability company; SBWB PROPERTY, LLC, a Nevada limited liability company; AS INVESTMENT PROPERTIES, LLC, a California limited liability company JDS PROPERTY, LLC, a Nevada limited liability company, (together, the "Applicant") desire to develop the Ball Estates Project ("Project") in the Alamo area of Contra Costa County. The Project is an approximately 61-acre residential development consisting of approximately 35 single-family homes, three open space parcels, and one open space parcel intended to be developed and used as a staging area by the East Bay Regional Park District. The Project and the location of the Project are more particularly described in the "Development Agreement by and among Contra Costa County, Camille Avenue, LLC, and Camille Ironwood Properties, LLC, Relating to the Development Commonly Known as The Ball Estates Project," which is attached as Exhibit 1 (the "Development Agreement").
- (b) A vesting tentative map has been approved for the Project. An environmental impact report and its related CEQA mitigation monitoring and reporting program have been prepared for the Project.
- (c) On August 14, 2019, the Contra Costa County Planning Commission held a public hearing to consider the Applicant's application for the Development Agreement. Notice of the hearing was given in accordance with Government Code sections 65864 through 65869.5 and Board of Supervisors' Resolution No. 85/412. After the hearing, the Planning Commission recommended that the Board of Supervisors adopt this ordinance to approve the Development Agreement.
- (d) Notice of the public hearing for the Board of Supervisors to consider the Applicant's application for the Development Agreement, and to consider adopting this ordinance approving

the Development Agreement, was given in accordance with Government Code sections 65864 through 65869.5, and Board of Supervisors' Resolution No. 85/412.

**SECTION 4. Findings.** The Board of Supervisors has independently reviewed the Development Agreement and finds as follows:

- (a) The provisions of the Development Agreement are consistent with the Contra Costa County 2005-2020 General Plan.
- (b) The Development Agreement satisfies the requirements of Government Code sections 65864 through 65869.5 and Board of Supervisors' Resolution No. 85/412. Government Code sections 65867.5(b) and 66473.7 do not apply to the Development Agreement because the Project does not include a "subdivision" as that term is defined in Government Code section 66473.7.

**SECTION 5. Approval of Development Agreement.** The Board of Supervisors hereby approves the Development Agreement in the form attached hereto as Exhibit 1, without modification. The Board of Supervisors authorizes the Director of Conservation and Development to execute the Development Agreement on behalf of the County.

**SECTION 6. Recording of Development Agreement.** Within 10 days after the Development Agreement is fully executed, the Clerk of the Board of Supervisors shall record the Development Agreement in the Official Records of the Contra Costa County Clerk-Recorder pursuant to Government Code section 65868.5.

**SECTION 7. Effective Date.** This ordinance shall become effective 30 days after passage. Within 15 days of passage, this ordinance shall be published once, with the names of the Supervisors voting for and against it, in the East Bay Times, a newspaper of general circulation published in this County.

PASSED and ADOPTED on \_\_\_\_\_ by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

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

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

Attachment:  
Exhibit 1 – Development Agreement

SMS  
H:\Client Matters\Cons & Dev\0083017 (Ord re Ball Estates Dev Agmt).doc

Exhibit 1

RECORDING REQUESTED BY  
CONTRA COSTA COUNTY

WHEN RECORDED, RETURN TO:

Contra Costa County  
Clerk of the Board of Supervisors  
651 Pine Street  
Room 106  
Martinez, CA 94553

---

Space above this line reserved for recorder's use

**DEVELOPMENT AGREEMENT**  
**RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS**  
**THE BALL ESTATES PROJECT**



## **Development Agreement Relating to the Development Commonly Known as The Ball Estates Project**

This Development Agreement ("Agreement") is entered into as of the Effective Date (defined in Section 1.03), by and among Contra Costa County, a political subdivision of the State of California ("County"), and DWB PROPERTY LLC, a Nevada limited liability company; SS & JS PROPERTIES, LLC, a California limited liability company; SAILBACK, LLC, a California limited liability company; PEGACORN INVESTMENTS, LLC, a California limited liability company; GNBALLJR PROPERTY, LLC, a Nevada limited liability company; SPARTAN 43, LLC, a California limited liability company; POSITIVELY POWERFUL, LLC, a California limited liability company; NWBF, LLC, a California limited liability company; SBNB PROPERTY, LLC, a Nevada limited liability company; SBWB PROPERTY, LLC, a Nevada limited liability company; AS INVESTMENT PROPERTIES, LLC, a California limited liability company JDS PROPERTY, LLC, a Nevada limited liability company are referred to herein together as the "Developer." The County and Developer are sometimes referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted Government Code section 65864 *et seq.* ("Development Agreement Statute"), which authorizes a county to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property and establishing certain development rights therein.

B. Developer has a legal or equitable interest in certain real property consisting of approximately 61 acres, as more particularly described and depicted in attached Exhibit A (the "Subject Property").

C. The Parties desire to develop the Project (as defined below) on the Subject Property, which will provide benefits to the County and to the public.

D. By this Agreement, Developer will receive assurance that it may proceed with the development or redevelopment of the Subject Property for the Project in accordance with the Applicable Law (defined in Section 2.03). The Project consists of 35 single-family homes, three open space parcels, and Lot 21 intended to be developed and used as a staging area by and for the East Bay Regional Park District.

E. The Project Approvals include the following:

1. Certification of the Final Environmental Impact Report, Ball Estate Project, County File No. SD13-9338 (the "EIR"), including project-specific mitigation measures as certified and adopted by the County with the EIR, and as specified in the adopted Mitigation Monitoring and Reporting Program ("MMRP"), certified and adopted by the County Planning Commission on August 14, 2019.

2. Approval by the County of the Vesting Tentative Map, Ball Estates, Subdivision 9338, 333 Camille Avenue ("VTM").

3. Approval by the County of a Tree Removal Permit ("Tree Removal Permit") allowing the removal and work within the drip line of specified trees, subject to certain conditions.

4. Approval by the County of an exception to the Creek Structure Setback Line affecting Lots 21, 22, 23 and 24.

5. Approval by the County of an exception for length of a cul-de-sac, affecting the length of A Drive and B Court; and the length of Ironwood Place, as shown on the VTM.

6. Approval by the County of an exception to the radius of right of way of the public cul-de-sac shown on the VTM as 40 ft., as opposed to 45 ft.

7. Approval by the County of an exception to the Creek Structure Setback Line at street creek crossings and encroachment of A Drive as shown on the VTM.

8. Approval by the County of an exception to Collect and Convey for the minor diversion of storm drainage within the project as shown on the VTM.

9. Approval by the County of an exception to the Creek Structure Setback Line for bridge structures at creek crossings of A Lane and B Court as shown on the VTM.

10. Approval by the County of this Agreement.

F. The County anticipates that during the Term (as defined below) of this Agreement and subsequent to the Effective Date, Developer will seek from County certain other implementing approvals, entitlements, and permits that are necessary or desirable for the Project (each a "Subsequent Approval," and collectively the "Subsequent Approvals"). The Subsequent Approvals are any that may be necessary or desirable to develop the Project and may include, but are not limited to, conditional use permits, design review approval, tree removal permits, acceptance or vacation of minor portions of rights of way, lot line adjustments, demolition permits, encroachment permits, site development permits, building permits, and any amendments to the foregoing. The Subsequent Approvals shall be deemed to be a part of the Project Approvals as and when they are approved by the County.

G. Consistent with Government Code section 65867 and County Ordinance Code section 26-2.408, the County Planning Commission held a public hearing on an application for this Agreement on August 14, 2019. The County Planning Commission recommended that the County Board of Supervisors approve this Agreement and a vesting tentative map (the "Approval").

H. Consistent with Government Code section 65867, the County Board of Supervisors held a public hearing on an application for this Agreement on September 24, 2019 and adopted Ordinance No. 2019-26 to approve this Agreement. Prior to adopting that ordinance, the County Board of Supervisors approved the Approval recommended by the Planning Commission.

I. To comply with the California Environmental Quality Act, the County Planning Commission on August 14, 2019 certified an environmental impact report (the "EIR") and approved a mitigation monitoring and reporting plan (the "MMRP") for the Project, and made

findings. The EIR and the MMRP have been certified and adopted by the Board of Supervisors. Since that EIR was certified, there have been no substantial changes to the Project or the circumstances under which it will be undertaken, and no new information has become available, that would require a subsequent or supplemental environmental impact report to be prepared.

J. The County, by electing to enter into this contractual agreement, acknowledges that the obligations of the County shall survive beyond the term or terms of the present Board of Supervisors and that such action will serve to bind the County and future Boards to the obligations thereby undertaken. By approving this Agreement, the Board of Supervisors has elected to exercise certain governmental powers at the time of entering into this Agreement rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by both the County and its Board and have found to be fair, just and reasonable, and the County has concluded that the pursuit of the Project will serve the best interests of its citizens, and the public health, safety and welfare will be best served by entering into this obligation.

K. The Board of Supervisors has made a finding that this Agreement is consistent with the County's General Plan and the County Ordinance Code, both as amended by the Approval.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is acknowledged, County and Developer agree as follows.

## AGREEMENT

### **Article I. DESCRIPTION OF THE SUBJECT PROPERTY, PROPOSED DEVELOPMENT, EFFECTIVE DATE, AND TERM.**

Section 1.01. Description of Subject Property. This Agreement vests laws applicable to development and/or redevelopment of the Subject Property for the Project on the Subject Property, as more particularly described and depicted in Exhibit A.

Section 1.02. Proposed Development. Consistent with the Approval, Developer may develop the Project on the Subject Property.

Section 1.03. Effective Date. The rights, duties, and obligations hereunder shall be effective and the Term (as defined in Section 1.05) shall commence on the "Effective Date," which shall be the date this Agreement is executed by the Parties following (a) the effective date of the ordinance adopted by the County Board of Supervisors approving this Agreement, and (b) the effective date of the Approval.

Section 1.04. Term. The term of this Development Agreement shall commence on the Effective Date and shall expire fifteen (15) years thereafter ("Term"), unless it is sooner terminated, or unless it is extended as provided in Section 1.05.

Section 1.05. Term of Vested Components and Permits. The term of any parcel map, tentative subdivision map, vesting parcel map or vesting tentative subdivision map which may be approved as a part of the Project Approvals, any subdivision agreement related to the development of the Property or any portion thereof, ("Vested Components") shall automatically be extended (pursuant to Government Code section 66452.6(a)) for the longer of: (i) the Term,

or (ii) the term of the particular map otherwise allowed under the Subdivision Map Act (Government Code sections 66410 *et seq.*), and the County's subdivision ordinance. The term of any permits or other entitlements for development for all or any part of the Property shall be extended (pursuant to Government Code section 65863.9), for the longer of: (i) the Term, (ii) the term of that permit or other entitlement, or (iii) the term of the subdivision map relating to that portion of the Property that is the subject of the permit or other entitlement.

Section 1.06. Extension/Tolling of Term. The Term of this Agreement may be extended or tolled as provided in this Section 1.06. beyond the Initial Term only in the manner provided in this Section 1.06.

(a) *Extension for Enforced Delay.* If Developer encounters an Enforced Delay (as defined in this Section) and desires to extend the Term because of that delay, Developer shall give the County written notice of the Enforced Delay. If that written notice does not state the duration of the Enforced Delay because the delay remains ongoing, Developer shall give the County written notice of the date the Enforced Delay ends within ninety (90) days after the end of the delay. Following the end of the Enforced Delay, the County Director of Conservation and Development will provide Developer written notice of the extension of the Term, which shall be extended for as many days as the Enforced Delay occurs, as determined by the County Director of Conservation and Development in his or her sole discretion. For the purposes of this Agreement, "Enforced Delay" means a delay or default resulting arising only from one or more of the following: (A) a natural disaster or other Force Majeure, (B) an accident that requires all development activities to stop; (C) the interruption of services by suppliers for a substantial period of time when no alternative suppliers are available, (D) the unavailability of construction materials for a substantial period of time when no substitute materials are available, (E) war, civil disturbance, or riot where martial law is declared, or (F) any other severe occurrence that is beyond Developer's reasonable control, as determined by the County Director of Conservation and Development in his or her sole discretion.

(b) *Tolling for Third-Party Lawsuit.* If a third-party files a lawsuit to challenge this Agreement, the County's certification of the EIR, the Approval, or the Subsequent Approvals (each a "Third-Party Lawsuit"), Developer may request that the Term be tolled during the pendency of the Third-Party Lawsuit by providing a written notice ("Tolling Notice") to the County within thirty (30) days after the commencement of the lawsuit. The tolling of the Term will begin upon the County's receipt of the Tolling Notice, and it will end on the earliest of the following to occur: (A) the date on which a court issues a final judgment in the Third-Party Lawsuit and the expiration of all appeal periods following that judgment, or (B) the date the Third-Party Lawsuit is dismissed. If, in a Third-Party Lawsuit, the court issues a temporary restraining order or injunction prohibiting Developer from taking actions to proceed with the Project, the Term will automatically be tolled beginning on the date the temporary restraining order or injunction is issued, and ending on the date the temporary restraining order or injunction is lifted or vacated.

(c) *Tolling for Initiative or Referendum.* If the subject of an initiative petition or referendum petition would overturn, set aside, or substantially modify the Approval or the Subsequent Approvals, or otherwise substantially impair the development of the Subject Property for the Project, the Term shall be automatically tolled beginning on the date that the initiative or referendum petition is submitted to the County elections official for signature verification, and ending on the date that the last of the following occurs: (A) the date the County elections official determines the petition does not include a sufficient number of signatures, (B) the date the Board of Supervisors, in lieu of an election, either adopts the ordinance without

alteration (initiative), or repeals the ordinance (referendum), pursuant to Elections Code section 9118 or 9145, or (C) the date of the election on the measure, if placed on the ballot.

## **Article II. STANDARDS, LAWS, AND PROCEDURES GOVERNING THE PROPOSED DEVELOPMENT.**

Section 2.01. Vested Right to Develop. Developer shall have the right to pursue the Project in accordance with the Applicable Law (defined in Section 2.03), including the Project Approvals, the Subsequent Approvals after they are granted, and the provisions of this Agreement, and including, without limitation, Developer's vested right to develop the Project on the Subject Property. Notwithstanding the foregoing or anything to the contrary in this Agreement, County will apply to the Project the then-current California Building Standards Codes (including the California Fire Code), and all local amendments to those codes, to the extent that the codes have been adopted by County or the Contra Costa County Fire Protection District and are in effect on a Countywide basis. In the event of any conflict or inconsistency between this Agreement and the Applicable Law, or between this Agreement and any Subsequent Approvals, to the fullest extent legally possible, this Agreement shall prevail and control.

Section 2.02. Development Standards. The permitted uses of the Subject Property, the density and intensity of uses, the maximum height, bulk, and size of the proposed building, provisions for reservation or dedication of land for public purposes and the location of public improvements, the general location of public utilities, and other terms and conditions of development applicable to the Project shall be as set forth in the Applicable Law (defined in Section 2.03), the Approval, and the Subsequent Approvals (collectively, "Development Standards").

Section 2.03. Applicable Law. "Applicable Law" consists of the rules, regulations, and official policies governing the Development Standards in Section 2.02 applicable to the Project existing as of the Effective Date, as supplemented and modified by the Approval, the Subsequent Approvals once they are approved, and Later Enactments (defined in Section 2.05), all except as otherwise provided in this Agreement.

Section 2.04. Fees. All impact fees, mitigation fees, connection fees, processing fees, and all other fees, charges, taxes, and assessments that are vested by virtue of approval of a vesting subdivision map pursuant to Government Code section 66498.1 that are in effect as of Effective Date shall apply to the Project through the time periods referenced in Government Code sections 66498.1 and 66498.5, as extended pursuant to Section 2.07 below, but not to exceed a period of ten (10) years from the Effective Date. After expiration of these time periods, Developer shall pay the amount of all applicable impact fees, mitigation fees, connection fees, processing fees, and all other fees, charges, taxes, or assessments in effect at the time they are required to be paid.

Section 2.05. No Conflicting Enactments. The County, or the electorate through the adoption of referenda and initiatives, may enact new or modified rules, regulations, or official policies after the Effective Date (each a "Later Enactment," and collectively, "Later Enactments"), and such Later Enactments shall be included within the Applicable Law. All Later Enactments shall be applicable to the Project only to the extent that application of any Later Enactment does not modify the Project, does not prevent or impede development of the Project, and does not conflict with this Agreement. Any Later Enactment shall be deemed to conflict with this Agreement if the enactment seeks to accomplish any one or more of the following results, either

with specific reference to the Project or the development or redevelopment of the Subject Property, or as part of a general enactment that would otherwise apply to the Subject Property:

- (a) Reduce the density or intensity of the Project under the Applicable Law;
- (b) Change any land use designation or permitted use of the Subject Property for the Project as described in the Applicable Law;
- (c) Require, for any work necessary to develop the Project on the Subject Property, the issuance of permits, approvals, or entitlements by County other than those required by Applicable Law; or
- (d) Materially limit the processing of, the procuring of applications for, or approval of the Subsequent Approvals.

Notwithstanding the foregoing, County shall not be precluded from applying a Later Enactment to the Project where the Later Enactment is: (a) specifically mandated by changes in state or federal laws or regulations adopted after the Effective Date, as provided in Government Code section 65869.5; (b) specifically mandated by a court of competent jurisdiction; (c) required by changes to the California Building Standards Codes (including the California Fire Code), and similar safety regulations that may change from time to time, including all local amendments adopted by the County or the Contra Costa County Fire Protection District; or (d) required as a result of facts, events or circumstances presently unknown or unforeseeable that would otherwise have an immediate adverse risk on the health or safety of the surrounding community, as determined by County in its sole discretion. Except as expressly provided in this Agreement, this Agreement does not restrict County's exercise of its police powers, and County reserves those powers to itself.

Section 2.06. Conflict of State or Federal Laws. In the event that state and/or federal law(s) and/or regulation(s) enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, the Party identifying the conflict shall provide the other Party, as soon as practicable after the conflict becomes known to the notifying Party, written notice of the conflict, a copy of the law(s) and/or regulation(s) that give rise to the conflict, and a statement explaining the nature of the conflict. Within thirty (30) days after that notice is given, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with the state and/or federal law(s) and/or regulation(s) giving rise to the conflict, pursuant to Government Code section 65869.5. If Developer does not consent to an amendment that is required to make this Agreement consistent with state and/or federal law(s) and/or regulation(s) in accordance with Government Code section 65869.5, County will provide Developer written notice of the immediate suspension of this Agreement, and the Agreement shall remain suspended until the date the Agreement is so amended. The Term shall not be tolled or extended for any period of suspension under this Section 2.06.

Section 2.07. Timing of Construction and Completion. The Parties acknowledge that Developer cannot, at this time, predict when or the rate at which the Project will be constructed. The Parties agree that there is no requirement that Developer commence or complete construction of the Project within any particular period of time during the Term of this Agreement. Therefore, notwithstanding anything to the contrary in County Ordinance Code sections 84-66.1406(1), 84-66.1602, and any other provisions of the County Code, County has ordained by adopting the ordinance approving this Agreement that Developer may commence construction at any time during the Term of this Agreement. The Parties acknowledge that

construction may be delayed by litigation, market factors, or other reasons. In light of the foregoing, the Parties agree that Developer may construct the Project at the rate and time Developer deems appropriate within the exercise of its reasonable business judgment, subject to the terms of this Agreement.

Section 2.08. Processing Subsequent Approvals. The Subsequent Approvals shall be deemed mechanisms to implement those final policy decisions reflected by the Approval and other provisions of Applicable Law. Upon submission by Developer of an application for a Subsequent Approval, County shall cooperate and diligently work to promptly process and consider approving that application. County shall retain its discretionary authority in its consideration of any and all Subsequent Approvals that involve discretionary decisions. The County will consider an application for a Subsequent Approval with reference to the Applicable Law, any applicable state or federal law, Later Enactments, and this Agreement.

Section 2.09. No Limitation on Future Discretionary Actions. Except to the extent that this Agreement expressly provides otherwise, nothing in this Agreement requires the County, or any of its boards or commissions, to adopt any future ordinances or resolutions, to enter into any other agreements with Developer, or to exercise its discretion in any particular manner in the future.

### **Article III. COUNTY BENEFITS; DEVELOPER FUNDING OBLIGATION.**

Section 3.01. County Benefits. The County is desirous of advancing the socioeconomic interests of the County and its residents by encouraging quality development, economic growth and housing, thereby enhancing housing and employment opportunities for residents and expanding the County's tax base. The County is also desirous of encouraging development that maintains a healthy environment for its citizens and future residents. This Agreement allows the County to realize significant economic, recreational, park, open space, social and public benefits, which will advance the interests and meet the needs of the County's residents and visitors to a greater extent than otherwise permitted.

Section 3.02. Developer Funding Obligation. Developer shall pay County Fifty Thousand Dollars (\$50,000) for County to use towards reviewing and considering an update to the County's tree ordinance, Chapter 816-6 of the County Ordinance Code. Developer shall make that Fifty Thousand Dollar (\$50,000) payment to County within 30 days after the Effective Date. County shall have no obligation to account to Developer for the use of those funds, or to allocate those funds in any particular manner.

### **Article IV. AMENDMENTS.**

Section 4.01. Amendment of this Agreement. This Agreement may be amended from time to time, in whole or in part, only by mutual written consent of the Parties or their successors in interest, in accordance with the provisions of Government Code sections 65867, 65867.5, and 65868, and in accordance with County Resolution No. 85/412 (Procedures and Requirements for the Consideration of Development Agreements) (the "Local Procedures"). Following any amendment of this Agreement, the amended Agreement will be recorded in accordance with Government Code section 65868.5.

Section 4.02. Amendments of Approval or Subsequent Approvals. No Subsequent Approval that is granted pursuant to this Agreement, or amendment of the Approval or Subsequent Approval that is consented to by Developer, shall require an amendment to this Agreement, and

the Subsequent Approval or amendment of the Approval or Subsequent Approval shall be deemed to be incorporated into this Agreement as of the date of the approval or amendment is effective.

## **Article V. DEFAULTS; PERIODIC REVIEW.**

### **Section 5.01. Default and Litigation.**

(a) *Default.* Any material failure by either Party to perform any material term or provision of this Agreement, which failure continues uncured for a period of ninety (90) days following written notice of such failure from the non-defaulting Party (unless such period is extended by written mutual consent), shall constitute a default under this Agreement. Written notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such ninety (90) day period, then, within that ninety (90) day period, the defaulting Party shall begin acting to cure the default and shall continue acting diligently to complete the cure. If the default is not cured as required by this Section 5.01(a), the non-defaulting Party may pursue legal action in accordance with Section 5.01(b).

(b) *Litigation.* If a default is not cured in the manner required by Section 5.01(a), the non-defaulting Party shall provide the defaulting Party written notice ("Dispute Notice") that specifies, in reasonable detail, the reasons for that a default and dispute exists, and what, if any, reasonable actions may be taken to cure the default and resolve the dispute. Within thirty (30) days after the Dispute Notice is given, the Parties will meet in person and confer in good faith in an attempt to resolve the dispute. In addition to any other rights or remedies, if, following the meet and confer process, the non-defaulting Party determines that the dispute cannot be resolved informally, the non-defaulting Party may institute legal action to cure, correct, or remedy the default, enforce any covenant or agreement herein, enforce by specific performance the obligations and rights of the Parties hereto, or obtain any other remedy consistent with this Agreement.

(c) *No Waiver of Tort Claims Act.* Nothing in this Agreement shall relieve a non-defaulting Party from satisfying any applicable requirements of the California Tort Claims Act.

**Section 5.02. Periodic Review.** No later than ten (10) months after the Effective Date, and no later than every twelve (12) months thereafter, Developer and the County Director of Conservation and Development, or his or her designee, shall meet and review this Agreement annually to ascertain the good faith compliance by Developer with the Agreement's terms pursuant to the Development Agreement Statute. Additionally, County will review this Agreement annually in accordance with the Development Agreement Statute the Local Procedures. If, as a result of County's annual review of this Agreement, County determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms of this Agreement, County may terminate or modify this Agreement in accordance with the Development Agreement Law and the Local Procedures.

### **Section 5.03. Termination.**

(a) *Termination by County.* If County elects to consider terminating this Agreement due to a material default by Developer, then County shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the County Board



of Supervisors in the manner set forth in the Development Agreement Statute and the Local Procedures. If the County Board of Supervisors, in its sole discretion, determines that a material default has occurred and elects to terminate this Agreement, County shall give Developer, by certified mail, written notice of termination of this Agreement under this Section 5.03(a) and this Agreement shall be terminated on the date that notice of termination is given. Developer reserves any and all rights it may have to challenge in court County's termination of this Agreement and the basis therefor.

(b) *Termination by Developer.* Developer may terminate this Agreement at its sole discretion after payment to County of the Fifty Thousand Dollar (\$50,000) Developer Funding Obligation described in Article III. Developer shall give County, by certified mail, written notice of termination of this Agreement under this Section 5.03(b) and this Agreement shall be terminated thirty (30) days after that notice is given.

Section 5.04. Attorney's Fees. In any legal action or other proceeding, including an Enforcement Action, brought by either Party to enforce or interpret this Agreement, each Party shall bear its own costs and attorney's fees, unless a statute expressly provides otherwise.

Section 5.05. Notice of Compliance. Within sixty (60) days after Developer's written request, but no more often than once per calendar year, County will execute and deliver to Developer a written "Notice of Compliance" in recordable form, duly executed and acknowledged by County, which certifies the following, but only if the County, in its sole discretion, determines the following to be true based on the County's actual knowledge as of the date the notice is given:

(a) This Agreement is unmodified and in full force and effect, or, if there have been modifications to this Agreement, this Agreement is in full force and effect as modified and stating the date and nature of such modifications;

(b) There are no known current uncured defaults under this Agreement or, in the alternative, specifying the dates and nature of any such default.

Developer may record the County's Notice of Compliance.

Section 5.06. Termination Upon Completion of Development. This Agreement shall terminate when the Property has been fully developed and all of Developer's obligations in connection with the Project are satisfied as mutually determined by the County and Developer. For purposes hereof, all obligations of Developer hereunder shall be deemed discharged and fulfilled with respect to lots or parcels shown on duly filed final subdivision maps upon final inspection and occupancy, subject to compliance with (i) the conditions imposed in connection with such filing, and (ii) the conditions imposed in connection with issuance of the building permits.

Section 5.07. Effect of Termination on Developer Obligations. Termination of this Agreement as to Developer or the Subject Property or any portion thereof shall not affect any requirements to comply with the terms and conditions of the applicable zoning, any development plan approvals, approval and acceptance of infrastructure improvements, any applicable permit(s), or any subdivision map or other land use entitlements approved with respect to the Subject Property, nor shall it affect any other covenants of Developer specified in this Agreement to continue after the termination of this Agreement.

## **Article VI. INDEMNITY.**

Developer shall indemnify, defend (with counsel reasonably acceptable to the County), and hold harmless County and its boards, commissions, officers, employees, and agents from all liabilities, claims, demands, and losses, including for personal injury, death, and property damage, costs and expenses, including attorney's and expert's fees (collectively, "Liabilities") that arise from activities or operations of Developer, or its contractors, subcontractors, agents, or employees, under this Agreement, or that are related to the development of the Project. Developer's obligations under this Article VI apply to all Liabilities suffered or alleged to have been suffered, regardless of whether County prepared, supplied, or approved plans or specifications for the Project. However, the obligations of this Article VI do not apply to any Liabilities that arise solely from the operation of public improvements and facilities following the County's acceptance of those improvements and facilities. The requirements of this Article VI are in addition to the requirements of the Defense and Indemnification Agreement between County and Developer dated September 1, 2019 ("Indemnity Agreement"). If this Article VI conflicts with the requirements of the Indemnity Agreement, the requirements of the Indemnity Agreement shall prevail. The obligations of this Article VI shall survive the expiration or termination of this Agreement.

## **Article VII. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP.**

The Project is a private undertaking of Developer. Neither Party is acting as the agent of the other in any respect hereunder. Each Party is an independent contracting entity with respect to the terms and provisions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership, joint venture, or joint enterprise between or among the Parties to this Agreement.

## **Article VIII. ASSIGNMENTS; TRANSFER OF OWNERSHIP**

Section 8.01. Right to Assign. Developer shall have the right to assign (by sale, transfer or otherwise) its rights, duties and obligations under this Agreement as to any portion of the Subject Property. Developer shall provide County written notice at least forty-five (45) days in advance of any sale, assignment, or transfer of this Agreement. The notice shall (a) identify the purchaser, assignee, or transferee, and (b) include contact information for the purchaser, assignee, or transferee.

Section 8.02. Continuing Obligations. Beginning on the date of the sale, assignment, or transfer of this Agreement by Developer to another person or entity, that other person or entity shall be required to satisfy all of Developer's obligations under this Agreement. However, Developer shall continue to be obligated to defend, indemnify, and hold harmless County and its boards, commissions, officers, employees, and agents from all Liabilities that arise before the sale, assignment, or transfer of this Agreement.

## **Article IX. NOTICES.**

Unless this Agreement expressly provides otherwise, any notice, demand, or communication required hereunder between County and Developer shall be in writing, and may be given either personally, by overnight delivery, or by registered or certified mail (return receipt requested), to the address specified below:

County:

Contra Costa County  
Attn: Director of Conversation and Development  
30 Muir Road  
Martinez, CA 94553

With Copies to:  
Contra Costa County Counsel's Office  
651 Pine Street, 9th Floor  
Martinez, CA 94553

Developer:

DWB Property LLC  
SS & JS Properties, LLC  
Sailback, LLC  
Pegacorn Investments, LLC  
GNBALLJR Property, LLC  
Spartan 43, LLC  
Positively Powerful, LLC  
NWBF, LLC  
SBNB Property, LLC  
SBWB Property, LLC  
As Investment Properties, LLC  
JDS Property, LLC  
208 W. El Pintado Road  
Danville, CA 94526

With copies to:  
Shannon Ball Jones  
Shannon B. Jones Law Group  
208 W. El Pintado Road  
Danville, CA 94526

A Party may change its address listed above by giving the other Party written notice in accordance with this Article IX at least 10 days before the change in address becomes effective. Unless this Agreement expressly provides otherwise, a notice shall be deemed effective on the day it is give if given personally, on the next business day following the date of deposit for overnight delivery, and three business days following the date of mailing if given by registered or certified mail (return receipt requested).

**Article X. MISCELLANEOUS.**

Section 10.01. No Third Party Beneficiary Rights. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person or entity that is not a Party to this Agreement

Section 10.02. Governing Law and Legal Remedies. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties acknowledge that

neither the County nor the Developer would have entered into this Agreement had they been exposed to damage claims from the other party for breach thereof. As such, the Parties agree that in no event shall either Party be entitled to monetary damages in the event of a breach of this Agreement by the other Party. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Contra Costa County or, in the case of any federal claims, in federal court for the Northern District of California. The legal entities comprising the Developer are jointly and severally obligated to satisfy the obligations of Developer under this Agreement.

Section 10.03. Severability. If any term of this Agreement, or its application to any situation, is held invalid or unenforceable, in a final judgment that is no longer subject to rehearing, review or appeal by a court of competent jurisdiction, then the invalid term is severed, and the remaining parts of this Agreement, and the application of any part of this Agreement to other situations, shall continue in full force and effect.

Section 10.04. Covenants Running with the Land. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns (including any person or entity acquiring an interest in any portion of the Subject Property or the Project). All of the terms and provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code section 1468.

Section 10.05. Further Acts. Each Party shall execute and deliver any and all additional documents and instruments, and perform such further acts, that the executing, delivering, or performing Party determines, in its sole discretion, to be necessary or proper to achieve the purposes of this Agreement.

Section 10.06. Counterparts. This Agreement, and any and all amendments and supplements to it, may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 10.07. Recordation of Agreement. Not later than ten (10) days after the Parties enter into this Agreement, the Clerk of the Board of Supervisors shall cause this Agreement to be recorded in the Official Records of Contra Costa County. Developer shall reimburse County for the cost to record this Agreement within thirty (30) days after Developer receives County's written request for reimbursement.

Section 10.08. Appeals. Decisions made by the County Director of Conservation and Development pursuant to this Agreement may be appealed by Developer to the Zoning Administrator. The Zoning Administrator's decisions shall be subject to appeal as provided in Article 26-2.24 of the County Ordinance Code.

Section 10.09. Cooperation in the Event of Legal Challenge. In the event of any legal or equitable action or proceeding instituted by a third party challenging the validity of any provision of this Agreement or the procedures leading to its adoption or the issuance of any or all of the Approval or Subsequent Approvals, the Parties agree to cooperate in defending said action or proceeding. Developer shall diligently defend any such action or proceeding and shall bear the litigation expenses of defense, including attorneys' fees. County shall retain the sole option to employ independent defense counsel at Developer's expense. Developer further agrees to hold County harmless from all claims for recovery of the third party's litigation expenses, including attorneys' fees. The requirements of this Section 10.09 are in addition to the requirements of

the Indemnity Agreement. If this Section 10.09 conflicts with the requirements of the Indemnity Agreement, the requirements of the Indemnity Agreement shall prevail. The obligations of this Section 10.09 shall survive the expiration or termination of this Agreement.

Section 10.10.        Exhibit. The following exhibit is attached to this Development Agreement and incorporated herein as though set forth in full for all purposes:

EXHIBIT A. Map and Legal Description of the Subject Property.

[Remainder of page left blank - signatures on following pages.]

In witness whereof, the Parties have entered into this Agreement as of the Effective Date.

**DEVELOPER:**

DWB PROPERTY LLC,  
a Nevada limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

SS & JS PROPERTIES, LLC,  
a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

SAILBACK, LLC,  
a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

PEGACORN INVESTMENTS, LLC,  
a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

**COUNTY:**

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

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

GNBALLJR PROPERTY, LLC,  
a Nevada limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

SPARTAN 43, LLC,  
a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

POSITIVELY POWERFUL, LLC,  
a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

NWBF, LLC, a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

SBNB PROPERTY, LLC,  
a Nevada limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

SBWB PROPERTY, LLC,  
a Nevada limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

AS INVESTMENT PROPERTIES, LLC,  
a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

JDS PROPERTY, LLC,  
a Nevada limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

Approved as to form:  
Attorney for Developer

Approved as to form:  
Sharon L. Anderson, County Counsel

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

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

Deputy County Counsel

Exhibit

Exhibit A- Map and Legal Description of the Subject Property



**EXHIBIT "A"**  
**LEGAL DESCRIPTION – DEVELOPMENT AGREEMENT**

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

PORTION OF LOTS 8 AND 19 AND ALL OF LOT 20, AS DESIGNATED ON THE MAP ENTITLED "MAP OF THE HEMME SUBDIVISION OF WHAT IS KNOWN AS THE FORD TRACT IN THE RANCHO SAN RAMON", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON MARCH 4, 1895 IN VOLUME C OF MAPS, AT PAGE 71, AND PORTION OF THE RANCHO SAN RAMON, DESCRIBED AS FOLLOWS:

**BEGINNING** ON THE SOUTHEAST LINE OF SAID LOT 19, BEING THE SOUTHEAST LINE OF THE "AVENUE 22' WIDE", AS DESIGNATED ON THE MAP OF THE HEMME SUBDIVISION ABOVE REFERRED TO, AT THE MOST EASTERLY CORNER OF THE 7.225 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM FLORA M. JONES TO B.W. RAILEY, ET UX, DATED DECEMBER 29, 1939 AND RECORDED JANUARY 8, 1940 IN VOLUME 535 OF OFFICIAL RECORDS, AT PAGE 213; THENCE FROM SAID POINT OF BEGINNING, SOUTH 47° 45' WEST ALONG SAID SOUTHEAST LINE, 425.71 FEET TO A FENCE LINE, BEING THE WESTERLY LINE OF AN EXISTING ROAD AND FROM WHICH POINT THE MOST SOUTHERLY CORNER OF SAID LOT 19 BEARS SOUTH 47° 45' WEST, 32.61 FEET ALONG SAID SOUTHEAST LINE; THENCE ALONG SAID FENCE LINE, BEING THE WESTERLY LINE OF SAID EXISTING ROAD, AS FOLLOWS: SOUTH 46° 08' 20" EAST, 421.72 FEET; SOUTH 0° 26' 20" WEST 16.95 FEET; SOUTH 45° 26' WEST 443.27 FEET; SOUTH 30° 25' 40" WEST 122.17 FEET; SOUTH 3° 20' 40" EAST 130.22 FEET; SOUTH 2° 26' EAST 119.90 FEET; SOUTH 7° 03' WEST 48.08 FEET; AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 170 FEET, THE CENTER OF WHICH BEARS NORTH 78° 43' 20" WEST, 126.04 FEET TO THE SOUTH LINE OF SAID ROAD FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 35° 57' 20" WEST; THENCE NORTH 76° 46' EAST ALONG SAID SOUTH LINE 73.99 FEET TO THE EAST LINE OF SAID ROAD BEING ALSO ON A FENCE LINE; THENCE ALONG SAID FENCE LINE SOUTH 10° 01' 40" WEST, 12.87 FEET AND NORTH 76° 46' EAST, 64.02 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8 OF THE HEMME SUBDIVISION, SAID POINT BEING NORTH 0° 35' WEST ALONG SAID EAST LINE, 223.96 FEET FROM THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 0° 35' EAST ALONG SAID EAST LINE, 223.96 FEET TO THE SOUTH LINE OF SAID LOT 8, SAID POINT BEING ALSO THE NORTHEAST CORNER OF THE 11.51 ACRE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM MARY O. SCHUELER, ET VIR, TO BOTILDA M. LORENZEN, DATED JANUARY 1, 1922 AND RECORDED FEBRUARY 25, 1922 IN VOLUME 404 OF DEEDS, AT PAGE 432; THENCE CONTINUING SOUTH 0° 35' EAST ALONG THE EAST LINE OF SAID 11.51 ACRE LORENZEN PARCEL, 1148.15 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL; SAID POINT BEING ALSO ON THE WEST BOUNDARY LINE OF THE RANCHO SAN RAMON; THENCE NORTH 38° 08' 25" WEST ALONG THE WEST LINE OF SAID 11.51 ACRE LORENZEN PARCEL AND ALONG THE WEST LINE OF SAID LOT 8 OF THE HEMME SUBDIVISION, BEING ALSO ALONG THE WEST BOUNDARY LINE OF THE RANCHO SAN RAMON, 3293.33 FEET TO A NORTHWEST LINE OF THE 62.95 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM MARIE DEAN HUTCHINSON TO B.W. RAILEY, ET UX, DATED SEPTEMBER 21, 1935 AND RECORDED OCTOBER 10, 1935 IN VOLUME 403 OF OFFICIAL RECORDS, AT PAGE 125, SAID POINT BEING ALSO ON THE SOUTHEAST LINE OF THE 9.737 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM CLARK INVESTMENT COMPANY TO THE WINTERS COMPANY, DATED MARCH 1, 1934 AND RECORDED APRIL 18, 1934 IN VOLUME 358 OF OFFICIAL RECORDS AT PAGE 144; THENCE NORTH 49° EAST ALONG THE NORTHWEST LINE OF SAID RAILEY PARCEL, 1016.03 FEET TO THE LINE BETWEEN LOTS 8 AND 9, AS DESIGNATED ON THE SAID MAP OF THE HEMME SUBDIVISION; THENCE ALONG SAID LINE, SOUTH 41° EAST, 295.68 FEET, SOUTH 51° WEST, 198 FEET AND SOUTH 39° 45' EAST, 166.32 FEET TO THE LINE BETWEEN LOTS 9 AND 20 OF THE SAID HEMME SUBDIVISION; THENCE NORTH 49° EAST ALONG SAID LINE AND ALONG THE LINE BETWEEN LOTS 10 AND 19 OF SAID HEMME SUBDIVISION, 1059.63 FEET TO THE NORTHEAST LINE OF THE 7.225 ACRE RAILEY PARCEL, (535 OR 213); THENCE SOUTH 41° 15' EAST ALONG SAID LINE, 956.07 FEET TO THE **POINT OF BEGINNING**.

**EXCEPTING FROM PARCEL ONE:**

THE INTEREST CONVEYED TO CONTRA COSTA COUNTY, "FOR USE AS A PUBLIC HIGHWAY" IN THE DEED FROM BOTHELDA M. LORENZEN, ET VIR, DATED OCTOBER 11, 1936 AND RECORDED NOVEMBER 6, 1936 IN VOLUME 422 OF OFFICIAL RECORDS, AT PAGE 406.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION – DEVELOPMENT AGREEMENT**

**ALSO EXCEPTING THEREFROM:**

ALL THAT PORTION THEREOF DESCRIBED IN THE DEED TO SCOTT & BALL, INC., RECORDED JULY 12, 1962 IN BOOK 4158, PAGE 514, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE POINT OF INTERSECTION OF THE SOUTHEASTERN LINE OF SAID LOT 19, BEING THE SOUTHEASTERN LINE OF THE RIGHT-OF-WAY, 20' WIDE, GRANTED TO CONTRA COSTA COUNTY BY INSTRUMENT RECORDED NOVEMBER 6, 1936 IN BOOK 418, AT PAGE 396, OFFICIAL RECORDS, OF SAID COUNTY, AND BEING ALSO THE CENTER LINE OF A ROAD 40' WIDE KNOWN AS CAMILLE AVENUE, WITH THE SOUTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO ANDREW LLOYD ABBOTT, ET UX, RECORDED NOVEMBER 8, 1946 IN BOOK 966 AT PAGE 182, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHEASTERN LINES OF SAID LOTS 19 AND 20, SOUTH 48° 26' 49" WEST (BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 3; RECORD BEARING OF SAID LINE BEING SOUTH 47° 45' WEST) A DISTANCE OF 426.37 FEET; THENCE LEAVING SAID LINE, NORTH 41° 33' 11" WEST 30.00 FEET; THENCE NORTH 84° 35' WEST 273.86 FEET; THENCE NORTH 72° 24' 39" WEST 159.93 FEET; THENCE NORTH 35° 04' 06" WEST 144.75 FEET; THENCE NORTH 72° 44' 40" WEST 171.55 FEET; THENCE SOUTH 52° 43' 49" WEST 182.01 FEET; THENCE NORTH 40° 07' 56" WEST 105.00 FEET; THENCE SOUTH 49° 52' 04" WEST 91.70 FEET; THENCE NORTH 40° 07' 56" WEST 199.31 FEET TO THE NORTHWESTERN LINE OF SAID LOT 20; THENCE ALONG THE NORTHWESTERN LINES OF SAID LOTS 20 AND 19, NORTH 49° 41' 49" EAST 1049.98 FEET TO THE SOUTHWESTERN LINE OF SAID ABBOTT PARCEL OF LAND (966 OR 182); THENCE ALONG THE LAST-MENTIONED LINE, SOUTH 40° 33' 11" EAST 955.38 FEET TO THE **POINT OF BEGINNING**.

**ALSO EXCEPTING THEREFROM:**

ALL THAT PORTION THEREOF DESCRIBED IN THE DEED TO EAST BAY REGIONAL PARK DISTRICT, RECORDED NOVEMBER 12, 1997, IN VOLUME 1997, AT PAGE 00220901.

**PARCEL TWO:**

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO THE TRACT OF LAND DESCRIBED AS PARCEL ONE ABOVE, FOR USE AS A ROADWAY FOR VEHICLES OF ALL KINDS, PEDESTRIANS AND ANIMALS, FOR WATER, GAS, OIL AND SEWER PIPE LINES, AND FOR TELEPHONE, ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH THE NECESSARY POLES OR CONDUITS TO CARRY SAID LINES OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

PORTION OF LOT 8, AS DESIGNATED ON THE MAP ENTITLED "MAP OF THE HEMME SUBDIVISION OF WHAT IS KNOWN AS THE FORD TRACT IN THE RANCHO SAN RAMON", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON MARCH 4, 1895 IN VOLUME C OF MAPS, AT PAGE 71, AND PORTION OF THE RANCHO SAN RAMON, DESCRIBED AS FOLLOWS:

**BEGINNING** ON THE SOUTHEAST LINE OF LOT 19, BEING THE SOUTHEAST LINE OF THE "AVENUE 22' WIDE", AS SAID LOT AND AVENUE ARE DESIGNATED ON THE MAP OF THE HEMME SUBDIVISION ABOVE REFERRED TO, DISTANT ALONG SAID SOUTHEAST LINE, NORTH 47° 45' EAST, 32.61 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 19; THENCE FROM SAID POINT OF BEGINNING ALONG A FENCE LINE, BEING THE WESTERLY LINE OF AN EXISTING ROAD AS FOLLOWS: SOUTH 46°08' 20" EAST, 421.72 FEET; SOUTH 0° 26' 20" WEST, 16.95 FEET; SOUTH 45° 26' WEST, 443.27 FEET; SOUTH 30° 25' 40" WEST, 122.17 FEET; SOUTH 3° 20' 40" EAST, 130.22 FEET; SOUTH 2° 26' EAST, 119.90 FEET; SOUTH 7° 03' WEST, 48.08 FEET; AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 170 FEET, THE CENTER OF WHICH BEARS NORTH 78° 43' 20" WEST, 126.04 FEET TO THE SOUTH LINE OF SAID ROAD FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 35° 57' 20" WEST; THENCE NORTH 76° 46' EAST ALONG SAID SOUTH LINE, 73.99 FEET TO THE EAST LINE OF SAID ROAD BEING ON A FENCE LINE; THENCE ALONG SAID EAST LINE AND ALONG THE FENCE LINE AS FOLLOWS; NORTH 10° 01' 40 EAST, 133.93 FEET; NORTH 0° 13' 30" EAST, 89.67 FEET; NORTH 4° 18' WEST, 38.04 FEET; NORTH 9° 17' 30" WEST, 87.58 FEET; NORTH 15° 16' EAST, 97.42 FEET; NORTH 38° 37' 10" EAST, 72.28 FEET; AND NORTH 45° 37' 40" EAST, 453.45 FEET TO THE NORTHEAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM BOTHELDA M. LORENZEN, ET VIR, TO B.W. RILEY, ET UX, DATED NOVEMBER 12, 1937 AND RECORDED NOVEMBER 24, 1937 IN VOLUME 449 OF OFFICIAL RECORDS, AT PAGE 245; THENCE NORTH 46° 10' WEST ALONG SAID NORTHEAST LINE,

**EXHIBIT "A"**  
**LEGAL DESCRIPTION – DEVELOPMENT AGREEMENT**

450.29 FEET TO THE SOUTHEAST LINE OF LOT 19 OF SAID HEMME SUBDIVISION; THENCE SOUTH 47° 45' WEST ALONG SAID LINE, 15.03 FEET TO THE **POINT OF BEGINNING**.

**PARCEL THREE:**

PORTION OF LOTS 19 AND 20, MAP OF HEMME SUBDIVISION, FILED MARCH 14, 1895, MAP BOOK C, PAGE 71, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

**BEGINNING** ON THE NORTHWEST LINE OF SAID LOT 19, AT THE MOST WESTERLY CORNER OF LOT 9, AS DESIGNATED ON THE MAP OF SUBDIVISION 2951, FILED JULY 18, 1962, MAP BOOK 88, PAGE 15; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINE OF THAT TRACT OF LAND DESIGNATED ON SAID MAP OF SUBDIVISION 2951, 88 M 15, AS FOLLOWS: SOUTH 44° EAST, 556.45 FEET; SOUTH 16° 37' 40" WEST, 94.95 FEET; WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 170 FEET, AN ARC DISTANCE OF 92.65 FEET AND SOUTH 31° 41' 56" WEST, 233.81 FEET TO THE SOUTHWEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO SCOTT & BALL, INC., RECORDED JULY 12, 1962, BOOK 4158, OFFICIAL RECORDS, PAGE 514; THENCE ALONG THE EXTERIOR LINE OF SAID SCOTT & BALL, INC. PARCEL, AS FOLLOWS: NORTH 35° 04' 06" WEST, 144.75 FEET; NORTH 72° 44' 40" WEST, 171.55 FEET; SOUTH 52° 43' 49" WEST, 182.01 FEET; NORTH 40° 07' 56" WEST, 105 FEET; SOUTH 49° 52' 04" WEST, 91.70 FEET; NORTH 40° 07' 56" WEST, 199.31 FEET AND NORTH 49° 41' 49" EAST, 668.09 FEET TO THE **POINT OF BEGINNING**.

**EXCEPTING THEREFROM:**

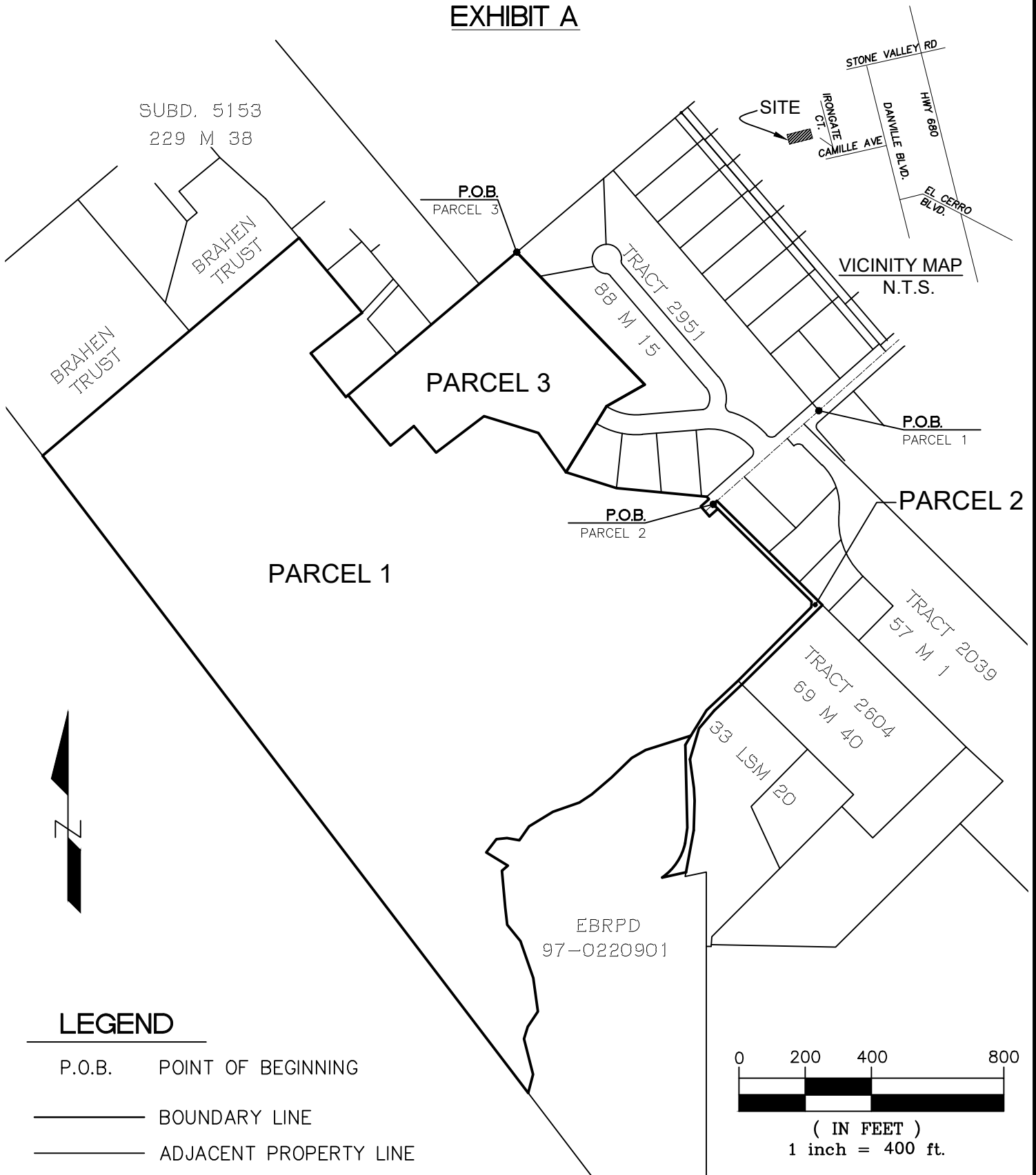
THAT PORTION THEREOF DESCRIBED IN THE DEED TO DENNIS WILLIAM BALL, ET UX, RECORDED JUNE 30, 1970, IN BOOK 6160, PAGE 611, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWESTERLY CORNER OF LOT 12, AS DESIGNATED ON THE MAP OF SUBDIVISION 2951, FILED JULY 18, 1962, MAP BOOK 88, PAGE 15, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE EXTERIOR BOUNDARY OF THE TRACT OF LAND DESIGNATED ON SAID MAP OF SUBDIVISION 2951, MAP BOOK 88, PAGE 15, AS FOLLOWS: SOUTH 16° 37' 40" WEST 94.95 FEET AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 170 FEET; AN ARC DISTANCE OF 92.65 FEET; THENCE LEAVING SAID EXTERIOR BOUNDARY NORTHEASTERLY IN A STRAIGHT LINE TO THE **POINT OF BEGINNING**.

APN: 198-170-008-9, AS TO PARCEL ONE  
198-170-006-3, AS TO PARCELS TWO AND THREE

**END OF DESCRIPTION**

# EXHIBIT A



## LEGEND

P.O.B. POINT OF BEGINNING

—— BOUNDARY LINE

---- ADJACENT PROPERTY LINE

UNICORPORATED CONTRA COSTA COUNTY

CALIFORNIA



Planners  
Civil Engineers  
Surveyors

Aliquot Associates, Inc.  
1390 S. Main St. - Ste. 310  
Walnut Creek, CA 94596  
Telephone: (925) 476-2300  
Fax: (925) 476-2350

Subject BALL ESTATES – BOUNDARY  
Job No. 201032 Scale 1" = 400'  
By MM Date 8/7/2019 Chkd. VJD  
SHEET 4 OF 4

RECORDING REQUESTED BY  
CONTRA COSTA COUNTY

WHEN RECORDED, RETURN TO:

Contra Costa County  
Clerk of the Board of Supervisors  
651 Pine Street  
Room 106  
Martinez, CA 94553

Space above this line reserved for recorder's use

**DEVELOPMENT AGREEMENT**  
**RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS**  
**THE BALL ESTATES PROJECT**

## **Development Agreement Relating to the Development Commonly Known as The Ball Estates Project**

This Development Agreement ("Agreement") is entered into as of the Effective Date (defined in Section 1.03), by and among Contra Costa County, a political subdivision of the State of California ("County"), and DWB PROPERTY LLC, a Nevada limited liability company; SS & JS PROPERTIES, LLC, a California limited liability company; SAILBACK, LLC, a California limited liability company; PEGACORN INVESTMENTS, LLC, a California limited liability company; GNBALLJR PROPERTY, LLC, a Nevada limited liability company; SPARTAN 43, LLC, a California limited liability company; POSITIVELY POWERFUL, LLC, a California limited liability company; NWBF, LLC, a California limited liability company; SBNB PROPERTY, LLC, a Nevada limited liability company; SBWB PROPERTY, LLC, a Nevada limited liability company; AS INVESTMENT PROPERTIES, LLC, a California limited liability company; JDS PROPERTY, LLC, a Nevada limited liability company are referred to herein together as the "Developer." The County and Developer are sometimes referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted Government Code section 65864 *et seq.* ("Development Agreement Statute"), which authorizes a county to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property and establishing certain development rights therein.

B. Developer has a legal or equitable interest in certain real property consisting of approximately 61 acres, as more particularly described and depicted in attached Exhibit A (the "Subject Property").

C. The Parties desire to develop the Project (as defined below) on the Subject Property, which will provide benefits to the County and to the public.

D. By this Agreement, Developer will receive assurance that it may proceed with the development or redevelopment of the Subject Property for the Project in accordance with the Applicable Law (defined in Section 2.03). The Project consists of 35 single-family homes, three open space parcels, and Lot 21 intended to be developed and used as a staging area by and for the East Bay Regional Park District.

E. The Project Approvals include the following:

1. Certification of the Final Environmental Impact Report, Ball Estate Project, County File No. SD13-9338 (the "EIR"), including project-specific mitigation measures as certified and adopted by the County with the EIR, and as specified in the adopted Mitigation Monitoring and Reporting Program ("MMRP"), certified and adopted by the County Planning Commission on August 14, 2019.

2. Approval by the County of the Vesting Tentative Map, Ball Estates, Subdivision 9338, 333 Camille Avenue ("VTM").

3. Approval by the County of a Tree Removal Permit ("Tree Removal Permit") allowing the removal and work within the drip line of specified trees, subject to certain conditions.

4. Approval by the County of an exception to the Creek Structure Setback Line affecting Lots 21, 22, 23 and 24.

5. Approval by the County of an exception for length of a cul-de-sac, affecting the length of A Drive and B Court; and the length of Ironwood Place, as shown on the VTM.

6. Approval by the County of an exception to the radius of right of way of the public cul-de-sac shown on the VTM as 40 ft., as opposed to 45 ft.

7. Approval by the County of an exception to the Creek Structure Setback Line at street creek crossings and encroachment of A Drive as shown on the VTM.

8. Approval by the County of an exception to Collect and Convey for the minor diversion of storm drainage within the project as shown on the VTM.

9. Approval by the County of an exception to the Creek Structure Setback Line for bridge structures at creek crossings of A Lane and B Court as shown on the VTM.

10. Approval by the County of this Agreement.

F. The County anticipates that during the Term (as defined below) of this Agreement and subsequent to the Effective Date, Developer will seek from County certain other implementing approvals, entitlements, and permits that are necessary or desirable for the Project (each a "Subsequent Approval," and collectively the "Subsequent Approvals"). The Subsequent Approvals are any that may be necessary or desirable to develop the Project and may include, but are not limited to, conditional use permits, design review approval, tree removal permits, acceptance or vacation of minor portions of rights of way, lot line adjustments, demolition permits, encroachment permits, site development permits, building permits, and any amendments to the foregoing. The Subsequent Approvals shall be deemed to be a part of the Project Approvals as and when they are approved by the County.

G. Consistent with Government Code section 65867 and County Ordinance Code section 26-2.408, the County Planning Commission held a public hearing on an application for this Agreement on August 14, 2019. The County Planning Commission recommended that the County Board of Supervisors approve this Agreement and a vesting tentative map (the "Approval").

H. Consistent with Government Code section 65867, the County Board of Supervisors held a public hearing on an application for this Agreement on September 24, 2019 and adopted Ordinance No. 2019-26 to approve this Agreement. Prior to adopting that ordinance, the County Board of Supervisors approved the Approval recommended by the Planning Commission.

I. To comply with the California Environmental Quality Act, the County Planning Commission on August 14, 2019 certified an environmental impact report (the "EIR") and approved a mitigation monitoring and reporting plan (the "MMRP") for the Project, and made

findings. The EIR and the MMRP have been certified and adopted by the Board of Supervisors. Since that EIR was certified, there have been no substantial changes to the Project or the circumstances under which it will be undertaken, and no new information has become available, that would require a subsequent or supplemental environmental impact report to be prepared.

J. The County, by electing to enter into this contractual agreement, acknowledges that the obligations of the County shall survive beyond the term or terms of the present Board of Supervisors and that such action will serve to bind the County and future Boards to the obligations thereby undertaken. By approving this Agreement, the Board of Supervisors has elected to exercise certain governmental powers at the time of entering into this Agreement rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by both the County and its Board and have found to be fair, just and reasonable, and the County has concluded that the pursuit of the Project will serve the best interests of its citizens, and the public health, safety and welfare will be best served by entering into this obligation.

K. The Board of Supervisors has made a finding that this Agreement is consistent with the County's General Plan and the County Ordinance Code, both as amended by the Approval.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is acknowledged, County and Developer agree as follows.

## AGREEMENT

### **Article I. DESCRIPTION OF THE SUBJECT PROPERTY, PROPOSED DEVELOPMENT, EFFECTIVE DATE, AND TERM.**

Section 1.01. Description of Subject Property. This Agreement vests laws applicable to development and/or redevelopment of the Subject Property for the Project on the Subject Property, as more particularly described and depicted in Exhibit A.

Section 1.02. Proposed Development. Consistent with the Approval, Developer may develop the Project on the Subject Property.

Section 1.03. Effective Date. The rights, duties, and obligations hereunder shall be effective and the Term (as defined in Section 1.05) shall commence on the "Effective Date," which shall be the date this Agreement is executed by the Parties following (a) the effective date of the ordinance adopted by the County Board of Supervisors approving this Agreement, and (b) the effective date of the Approval.

Section 1.04. Term. The term of this Development Agreement shall commence on the Effective Date and shall expire fifteen (15) years thereafter ("Term"), unless it is sooner terminated, or unless it is extended as provided in Section 1.05.

Section 1.05. Term of Vested Components and Permits. The term of any parcel map, tentative subdivision map, vesting parcel map or vesting tentative subdivision map which may be approved as a part of the Project Approvals, any subdivision agreement related to the development of the Property or any portion thereof, ("Vested Components") shall automatically be extended (pursuant to Government Code section 66452.6(a)) for the longer of: (i) the Term,



or (ii) the term of the particular map otherwise allowed under the Subdivision Map Act (Government Code sections 66410 *et seq.*), and the County's subdivision ordinance. The term of any permits or other entitlements for development for all or any part of the Property shall be extended (pursuant to Government Code section 65863.9), for the longer of: (i) the Term, (ii) the term of that permit or other entitlement, or (iii) the term of the subdivision map relating to that portion of the Property that is the subject of the permit or other entitlement.

Section 1.06. Extension/Tolling of Term. The Term of this Agreement may be extended or tolled as provided in this Section 1.06. beyond the Initial Term only in the manner provided in this Section 1.06.

(a) *Extension for Enforced Delay.* If Developer encounters an Enforced Delay (as defined in this Section) and desires to extend the Term because of that delay, Developer shall give the County written notice of the Enforced Delay. If that written notice does not state the duration of the Enforced Delay because the delay remains ongoing, Developer shall give the County written notice of the date the Enforced Delay ends within ninety (90) days after the end of the delay. Following the end of the Enforced Delay, the County Director of Conservation and Development will provide Developer written notice of the extension of the Term, which shall be extended for as many days as the Enforced Delay occurs, as determined by the County Director of Conservation and Development in his or her sole discretion. For the purposes of this Agreement, "Enforced Delay" means a delay or default resulting arising only from one or more of the following: (A) a natural disaster or other Force Majeure, (B) an accident that requires all development activities to stop; (C) the interruption of services by suppliers for a substantial period of time when no alternative suppliers are available, (D) the unavailability of construction materials for a substantial period of time when no substitute materials are available, (E) war, civil disturbance, or riot where martial law is declared, or (F) any other severe occurrence that is beyond Developer's reasonable control, as determined by the County Director of Conservation and Development in his or her sole discretion.

(b) *Tolling for Third-Party Lawsuit.* If a third-party files a lawsuit to challenge this Agreement, the County's certification of the EIR, the Approval, or the Subsequent Approvals (each a "Third-Party Lawsuit"), Developer may request that the Term be tolled during the pendency of the Third-Party Lawsuit by providing a written notice ("Tolling Notice") to the County within thirty (30) days after the commencement of the lawsuit. The tolling of the Term will begin upon the County's receipt of the Tolling Notice, and it will end on the earliest of the following to occur: (A) the date on which a court issues a final judgment in the Third-Party Lawsuit and the expiration of all appeal periods following that judgment, or (B) the date the Third-Party Lawsuit is dismissed. If, in a Third-Party Lawsuit, the court issues a temporary restraining order or injunction prohibiting Developer from taking actions to proceed with the Project, the Term will automatically be tolled beginning on the date the temporary restraining order or injunction is issued, and ending on the date the temporary restraining order or injunction is lifted or vacated.

(c) *Tolling for Initiative or Referendum.* If the subject of an initiative petition or referendum petition would overturn, set aside, or substantially modify the Approval or the Subsequent Approvals, or otherwise substantially impair the development of the Subject Property for the Project, the Term shall be automatically tolled beginning on the date that the initiative or referendum petition is submitted to the County elections official for signature verification, and ending on the date that the last of the following occurs: (A) the date the County elections official determines the petition does not include a sufficient number of signatures, (B) the date the Board of Supervisors, in lieu of an election, either adopts the ordinance without

alteration (initiative), or repeals the ordinance (referendum), pursuant to Elections Code section 9118 or 9145, or (C) the date of the election on the measure, if placed on the ballot.

## **Article II. STANDARDS, LAWS, AND PROCEDURES GOVERNING THE PROPOSED DEVELOPMENT.**

Section 2.01. Vested Right to Develop. Developer shall have the right to pursue the Project in accordance with the Applicable Law (defined in Section 2.03), including the Project Approvals, the Subsequent Approvals after they are granted, and the provisions of this Agreement, and including, without limitation, Developer's vested right to develop the Project on the Subject Property. Notwithstanding the foregoing or anything to the contrary in this Agreement, County will apply to the Project the then-current California Building Standards Codes (including the California Fire Code), and all local amendments to those codes, to the extent that the codes have been adopted by County or the Contra Costa County Fire Protection District and are in effect on a Countywide basis. In the event of any conflict or inconsistency between this Agreement and the Applicable Law, or between this Agreement and any Subsequent Approvals, to the fullest extent legally possible, this Agreement shall prevail and control.

Section 2.02. Development Standards. The permitted uses of the Subject Property, the density and intensity of uses, the maximum height, bulk, and size of the proposed building, provisions for reservation or dedication of land for public purposes and the location of public improvements, the general location of public utilities, and other terms and conditions of development applicable to the Project shall be as set forth in the Applicable Law (defined in Section 2.03), the Approval, and the Subsequent Approvals (collectively, "Development Standards").

Section 2.03. Applicable Law. "Applicable Law" consists of the rules, regulations, and official policies governing the Development Standards in Section 2.02 applicable to the Project existing as of the Effective Date, as supplemented and modified by the Approval, the Subsequent Approvals once they are approved, and Later Enactments (defined in Section 2.05), all except as otherwise provided in this Agreement.

Section 2.04. Fees. All impact fees, mitigation fees, connection fees, processing fees, and all other fees, charges, taxes, and assessments that are vested by virtue of approval of a vesting subdivision map pursuant to Government Code section 66498.1 that are in effect as of Effective Date shall apply to the Project through the time periods referenced in Government Code sections 66498.1 and 66498.5, as extended pursuant to Section 2.07 below, but not to exceed a period of ten (10) years from the Effective Date. After expiration of these time periods, Developer shall pay the amount of all applicable impact fees, mitigation fees, connection fees, processing fees, and all other fees, charges, taxes, or assessments in effect at the time they are required to be paid.

Section 2.05. No Conflicting Enactments. The County, or the electorate through the adoption of referenda and initiatives, may enact new or modified rules, regulations, or official policies after the Effective Date (each a "Later Enactment," and collectively, "Later Enactments"), and such Later Enactments shall be included within the Applicable Law. All Later Enactments shall be applicable to the Project only to the extent that application of any Later Enactment does not modify the Project, does not prevent or impede development of the Project, and does not conflict with this Agreement. Any Later Enactment shall be deemed to conflict with this Agreement if the enactment seeks to accomplish any one or more of the following results, either

with specific reference to the Project or the development or redevelopment of the Subject Property, or as part of a general enactment that would otherwise apply to the Subject Property:

- (a) Reduce the density or intensity of the Project under the Applicable Law;
- (b) Change any land use designation or permitted use of the Subject Property for the Project as described in the Applicable Law;
- (c) Require, for any work necessary to develop the Project on the Subject Property, the issuance of permits, approvals, or entitlements by County other than those required by Applicable Law; or
- (d) Materially limit the processing of, the procuring of applications for, or approval of the Subsequent Approvals.

Notwithstanding the foregoing, County shall not be precluded from applying a Later Enactment to the Project where the Later Enactment is: (a) specifically mandated by changes in state or federal laws or regulations adopted after the Effective Date, as provided in Government Code section 65869.5; (b) specifically mandated by a court of competent jurisdiction; (c) required by changes to the California Building Standards Codes (including the California Fire Code), and similar safety regulations that may change from time to time, including all local amendments adopted by the County or the Contra Costa County Fire Protection District; or (d) required as a result of facts, events or circumstances presently unknown or unforeseeable that would otherwise have an immediate adverse risk on the health or safety of the surrounding community, as determined by County in its sole discretion. Except as expressly provided in this Agreement, this Agreement does not restrict County's exercise of its police powers, and County reserves those powers to itself.

Section 2.06. Conflict of State or Federal Laws. In the event that state and/or federal law(s) and/or regulation(s) enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, the Party identifying the conflict shall provide the other Party, as soon as practicable after the conflict becomes known to the notifying Party, written notice of the conflict, a copy of the law(s) and/or regulation(s) that give rise to the conflict, and a statement explaining the nature of the conflict. Within thirty (30) days after that notice is given, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with the state and/or federal law(s) and/or regulation(s) giving rise to the conflict, pursuant to Government Code section 65869.5. If Developer does not consent to an amendment that is required to make this Agreement consistent with state and/or federal law(s) and/or regulation(s) in accordance with Government Code section 65869.5, County will provide Developer written notice of the immediate suspension of this Agreement, and the Agreement shall remain suspended until the date the Agreement is so amended. The Term shall not be tolled or extended for any period of suspension under this Section 2.06.

Section 2.07. Timing of Construction and Completion. The Parties acknowledge that Developer cannot, at this time, predict when or the rate at which the Project will be constructed. The Parties agree that there is no requirement that Developer commence or complete construction of the Project within any particular period of time during the Term of this Agreement. Therefore, notwithstanding anything to the contrary in County Ordinance Code sections 84-66.1406(1), 84-66.1602, and any other provisions of the County Code, County has ordained by adopting the ordinance approving this Agreement that Developer may commence construction at any time during the Term of this Agreement. The Parties acknowledge that

construction may be delayed by litigation, market factors, or other reasons. In light of the foregoing, the Parties agree that Developer may construct the Project at the rate and time Developer deems appropriate within the exercise of its reasonable business judgment, subject to the terms of this Agreement.

Section 2.08. Processing Subsequent Approvals. The Subsequent Approvals shall be deemed mechanisms to implement those final policy decisions reflected by the Approval and other provisions of Applicable Law. Upon submission by Developer of an application for a Subsequent Approval, County shall cooperate and diligently work to promptly process and consider approving that application. County shall retain its discretionary authority in its consideration of any and all Subsequent Approvals that involve discretionary decisions. The County will consider an application for a Subsequent Approval with reference to the Applicable Law, any applicable state or federal law, Later Enactments, and this Agreement.

Section 2.09. No Limitation on Future Discretionary Actions. Except to the extent that this Agreement expressly provides otherwise, nothing in this Agreement requires the County, or any of its boards or commissions, to adopt any future ordinances or resolutions, to enter into any other agreements with Developer, or to exercise its discretion in any particular manner in the future.

### **Article III. COUNTY BENEFITS; DEVELOPER FUNDING OBLIGATION.**

Section 3.01. County Benefits. The County is desirous of advancing the socioeconomic interests of the County and its residents by encouraging quality development, economic growth and housing, thereby enhancing housing and employment opportunities for residents and expanding the County's tax base. The County is also desirous of encouraging development that maintains a healthy environment for its citizens and future residents. This Agreement allows the County to realize significant economic, recreational, park, open space, social and public benefits, which will advance the interests and meet the needs of the County's residents and visitors to a greater extent than otherwise permitted.

Section 3.02. Developer Funding Obligation. Developer shall pay County Fifty Thousand Dollars (\$50,000) for County to use towards reviewing and considering an update to the County's tree ordinance, Chapter 816-6 of the County Ordinance Code. Developer shall make that Fifty Thousand Dollar (\$50,000) payment to County within 30 days after the Effective Date. County shall have no obligation to account to Developer for the use of those funds, or to allocate those funds in any particular manner.

### **Article IV. AMENDMENTS.**

Section 4.01. Amendment of this Agreement. This Agreement may be amended from time to time, in whole or in part, only by mutual written consent of the Parties or their successors in interest, in accordance with the provisions of Government Code sections 65867, 65867.5, and 65868, and in accordance with County Resolution No. 85/412 (Procedures and Requirements for the Consideration of Development Agreements) (the "Local Procedures"). Following any amendment of this Agreement, the amended Agreement will be recorded in accordance with Government Code section 65868.5.

Section 4.02. Amendments of Approval or Subsequent Approvals. No Subsequent Approval that is granted pursuant to this Agreement, or amendment of the Approval or Subsequent Approval that is consented to by Developer, shall require an amendment to this Agreement, and

the Subsequent Approval or amendment of the Approval or Subsequent Approval shall be deemed to be incorporated into this Agreement as of the date of the approval or amendment is effective.

## **Article V. DEFAULTS; PERIODIC REVIEW.**

### **Section 5.01. Default and Litigation.**

(a) *Default.* Any material failure by either Party to perform any material term or provision of this Agreement, which failure continues uncured for a period of ninety (90) days following written notice of such failure from the non-defaulting Party (unless such period is extended by written mutual consent), shall constitute a default under this Agreement. Written notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such ninety (90) day period, then, within that ninety (90) day period, the defaulting Party shall begin acting to cure the default and shall continue acting diligently to complete the cure. If the default is not cured as required by this Section 5.01(a), the non-defaulting Party may pursue legal action in accordance with Section 5.01(b).

(b) *Litigation.* If a default is not cured in the manner required by Section 5.01(a), the non-defaulting Party shall provide the defaulting Party written notice ("Dispute Notice") that specifies, in reasonable detail, the reasons for that a default and dispute exists, and what, if any, reasonable actions may be taken to cure the default and resolve the dispute. Within thirty (30) days after the Dispute Notice is given, the Parties will meet in person and confer in good faith in an attempt to resolve the dispute. In addition to any other rights or remedies, if, following the meet and confer process, the non-defaulting Party determines that the dispute cannot be resolved informally, the non-defaulting Party may institute legal action to cure, correct, or remedy the default, enforce any covenant or agreement herein, enforce by specific performance the obligations and rights of the Parties hereto, or obtain any other remedy consistent with this Agreement.

(c) *No Waiver of Tort Claims Act.* Nothing in this Agreement shall relieve a non-defaulting Party from satisfying any applicable requirements of the California Tort Claims Act.

**Section 5.02. Periodic Review.** No later than ten (10) months after the Effective Date, and no later than every twelve (12) months thereafter, Developer and the County Director of Conservation and Development, or his or her designee, shall meet and review this Agreement annually to ascertain the good faith compliance by Developer with the Agreement's terms pursuant to the Development Agreement Statute. Additionally, County will review this Agreement annually in accordance with the Development Agreement Statute the Local Procedures. If, as a result of County's annual review of this Agreement, County determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms of this Agreement, County may terminate or modify this Agreement in accordance with the Development Agreement Law and the Local Procedures.

### **Section 5.03. Termination.**

(a) *Termination by County.* If County elects to consider terminating this Agreement due to a material default by Developer, then County shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the County Board

of Supervisors in the manner set forth in the Development Agreement Statute and the Local Procedures. If the County Board of Supervisors, in its sole discretion, determines that a material default has occurred and elects to terminate this Agreement, County shall give Developer, by certified mail, written notice of termination of this Agreement under this Section 5.03(a) and this Agreement shall be terminated on the date that notice of termination is given. Developer reserves any and all rights it may have to challenge in court County's termination of this Agreement and the basis therefor.

(b) *Termination by Developer.* Developer may terminate this Agreement at its sole discretion after payment to County of the Fifty Thousand Dollar (\$50,000) Developer Funding Obligation described in Article III. Developer shall give County, by certified mail, written notice of termination of this Agreement under this Section 5.03(b) and this Agreement shall be terminated thirty (30) days after that notice is given.

Section 5.04. Attorney's Fees. In any legal action or other proceeding, including an Enforcement Action, brought by either Party to enforce or interpret this Agreement, each Party shall bear its own costs and attorney's fees, unless a statute expressly provides otherwise.

Section 5.05. Notice of Compliance. Within sixty (60) days after Developer's written request, but no more often than once per calendar year, County will execute and deliver to Developer a written "Notice of Compliance" in recordable form, duly executed and acknowledged by County, which certifies the following, but only if the County, in its sole discretion, determines the following to be true based on the County's actual knowledge as of the date the notice is given:

(a) This Agreement is unmodified and in full force and effect, or, if there have been modifications to this Agreement, this Agreement is in full force and effect as modified and stating the date and nature of such modifications;

(b) There are no known current uncured defaults under this Agreement or, in the alternative, specifying the dates and nature of any such default.

Developer may record the County's Notice of Compliance.

Section 5.06. Termination Upon Completion of Development. This Agreement shall terminate when the Property has been fully developed and all of Developer's obligations in connection with the Project are satisfied as mutually determined by the County and Developer. For purposes hereof, all obligations of Developer hereunder shall be deemed discharged and fulfilled with respect to lots or parcels shown on duly filed final subdivision maps upon final inspection and occupancy, subject to compliance with (i) the conditions imposed in connection with such filing, and (ii) the conditions imposed in connection with issuance of the building permits.

Section 5.07. Effect of Termination on Developer Obligations. Termination of this Agreement as to Developer or the Subject Property or any portion thereof shall not affect any requirements to comply with the terms and conditions of the applicable zoning, any development plan approvals, approval and acceptance of infrastructure improvements, any applicable permit(s), or any subdivision map or other land use entitlements approved with respect to the Subject Property, nor shall it affect any other covenants of Developer specified in this Agreement to continue after the termination of this Agreement.

## **Article VI. INDEMNITY.**

Developer shall indemnify, defend (with counsel reasonably acceptable to the County), and hold harmless County and its boards, commissions, officers, employees, and agents from all liabilities, claims, demands, and losses, including for personal injury, death, and property damage, costs and expenses, including attorney's and expert's fees (collectively, "Liabilities") that arise from activities or operations of Developer, or its contractors, subcontractors, agents, or employees, under this Agreement, or that are related to the development of the Project. Developer's obligations under this Article VI apply to all Liabilities suffered or alleged to have been suffered, regardless of whether County prepared, supplied, or approved plans or specifications for the Project. However, the obligations of this Article VI do not apply to any Liabilities that arise solely from the operation of public improvements and facilities following the County's acceptance of those improvements and facilities. The requirements of this Article VI are in addition to the requirements of the Defense and Indemnification Agreement between County and Developer dated September 1, 2019 ("Indemnity Agreement"). If this Article VI conflicts with the requirements of the Indemnity Agreement, the requirements of the Indemnity Agreement shall prevail. The obligations of this Article VI shall survive the expiration or termination of this Agreement.

## **Article VII. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP.**

The Project is a private undertaking of Developer. Neither Party is acting as the agent of the other in any respect hereunder. Each Party is an independent contracting entity with respect to the terms and provisions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership, joint venture, or joint enterprise between or among the Parties to this Agreement.

## **Article VIII. ASSIGNMENTS; TRANSFER OF OWNERSHIP**

Section 8.01. Right to Assign. Developer shall have the right to assign (by sale, transfer or otherwise) its rights, duties and obligations under this Agreement as to any portion of the Subject Property. Developer shall provide County written notice at least forty-five (45) days in advance of any sale, assignment, or transfer of this Agreement. The notice shall (a) identify the purchaser, assignee, or transferee, and (b) include contact information for the purchaser, assignee, or transferee.

Section 8.02. Continuing Obligations. Beginning on the date of the sale, assignment, or transfer of this Agreement by Developer to another person or entity, that other person or entity shall be required to satisfy all of Developer's obligations under this Agreement. However, Developer shall continue to be obligated to defend, indemnify, and hold harmless County and its boards, commissions, officers, employees, and agents from all Liabilities that arise before the sale, assignment, or transfer of this Agreement.

## **Article IX. NOTICES.**

Unless this Agreement expressly provides otherwise, any notice, demand, or communication required hereunder between County and Developer shall be in writing, and may be given either personally, by overnight delivery, or by registered or certified mail (return receipt requested), to the address specified below:

County:

Contra Costa County  
Attn: Director of Conversation and Development  
30 Muir Road  
Martinez, CA 94553

With Copies to:  
Contra Costa County Counsel's Office  
651 Pine Street, 9th Floor  
Martinez, CA 94553

Developer:

DWB Property LLC  
SS & JS Properties, LLC  
Sailback, LLC  
Pegacorn Investments, LLC  
GNBALLJR Property, LLC  
Spartan 43, LLC  
Positively Powerful, LLC  
NWBf, LLC  
SBNB Property, LLC  
SBWB Property, LLC  
As Investment Properties, LLC  
JDS Property, LLC  
208 W. El Pintado Road  
Danville, CA 94526

With copies to:  
Shannon Ball Jones  
Shannon B. Jones Law Group  
208 W. El Pintado Road  
Danville, CA 94526

A Party may change its address listed above by giving the other Party written notice in accordance with this Article IX at least 10 days before the change in address becomes effective. Unless this Agreement expressly provides otherwise, a notice shall be deemed effective on the day it is given if given personally, on the next business day following the date of deposit for overnight delivery, and three business days following the date of mailing if given by registered or certified mail (return receipt requested).

**Article X. MISCELLANEOUS.**

Section 10.01. No Third Party Beneficiary Rights. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person or entity that is not a Party to this Agreement

Section 10.02. Governing Law and Legal Remedies. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties acknowledge that



neither the County nor the Developer would have entered into this Agreement had they been exposed to damage claims from the other party for breach thereof. As such, the Parties agree that in no event shall either Party be entitled to monetary damages in the event of a breach of this Agreement by the other Party. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Contra Costa County or, in the case of any federal claims, in federal court for the Northern District of California. The legal entities comprising the Developer are jointly and severally obligated to satisfy the obligations of Developer under this Agreement.

Section 10.03. Severability. If any term of this Agreement, or its application to any situation, is held invalid or unenforceable, in a final judgment that is no longer subject to rehearing, review or appeal by a court of competent jurisdiction, then the invalid term is severed, and the remaining parts of this Agreement, and the application of any part of this Agreement to other situations, shall continue in full force and effect.

Section 10.04. Covenants Running with the Land. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns (including any person or entity acquiring an interest in any portion of the Subject Property or the Project). All of the terms and provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code section 1468.

Section 10.05. Further Acts. Each Party shall execute and deliver any and all additional documents and instruments, and perform such further acts, that the executing, delivering, or performing Party determines, in its sole discretion, to be necessary or proper to achieve the purposes of this Agreement.

Section 10.06. Counterparts. This Agreement, and any and all amendments and supplements to it, may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 10.07. Recordation of Agreement. Not later than ten (10) days after the Parties enter into this Agreement, the Clerk of the Board of Supervisors shall cause this Agreement to be recorded in the Official Records of Contra Costa County. Developer shall reimburse County for the cost to record this Agreement within thirty (30) days after Developer receives County's written request for reimbursement.

Section 10.08. Appeals. Decisions made by the County Director of Conservation and Development pursuant to this Agreement may be appealed by Developer to the Zoning Administrator. The Zoning Administrator's decisions shall be subject to appeal as provided in Article 26-2.24 of the County Ordinance Code.

Section 10.09. Cooperation in the Event of Legal Challenge. In the event of any legal or equitable action or proceeding instituted by a third party challenging the validity of any provision of this Agreement or the procedures leading to its adoption or the issuance of any or all of the Approval or Subsequent Approvals, the Parties agree to cooperate in defending said action or proceeding. Developer shall diligently defend any such action or proceeding and shall bear the litigation expenses of defense, including attorneys' fees. County shall retain the sole option to employ independent defense counsel at Developer's expense. Developer further agrees to hold County harmless from all claims for recovery of the third party's litigation expenses, including attorneys' fees. The requirements of this Section 10.09 are in addition to the requirements of

the Indemnity Agreement. If this Section 10.09 conflicts with the requirements of the Indemnity Agreement, the requirements of the Indemnity Agreement shall prevail. The obligations of this Section 10.09 shall survive the expiration or termination of this Agreement.

Section 10.10.        Exhibit. The following exhibit is attached to this Development Agreement and incorporated herein as though set forth in full for all purposes:

EXHIBIT A. Map and Legal Description of the Subject Property.

[Remainder of page left blank - signatures on following pages.]

In witness whereof, the Parties have entered into this Agreement as of the Effective Date.

**DEVELOPER:**

DWB PROPERTY LLC,  
a Nevada limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

SS & JS PROPERTIES, LLC,  
a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

SAILBACK, LLC,  
a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

PEGACORN INVESTMENTS, LLC,  
a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

**COUNTY:**

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

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

GNBALLJR PROPERTY, LLC,  
a Nevada limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

SPARTAN 43, LLC,  
a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

POSITIVELY POWERFUL, LLC,  
a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

NWBF, LLC, a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

SBNB PROPERTY, LLC,  
a Nevada limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

SBWB PROPERTY, LLC,  
a Nevada limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

AS INVESTMENT PROPERTIES, LLC,  
a California limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

JDS PROPERTY, LLC,  
a Nevada limited liability company

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

Print: \_\_\_\_\_

Title: Managing Member

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

Approved as to form:  
Attorney for Developer

Approved as to form:  
Sharon L. Anderson, County Counsel

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

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

Deputy County Counsel

Exhibit

Exhibit A- Map and Legal Description of the Subject Property

**EXHIBIT "A"**  
**LEGAL DESCRIPTION – DEVELOPMENT AGREEMENT**

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

PORTION OF LOTS 8 AND 19 AND ALL OF LOT 20, AS DESIGNATED ON THE MAP ENTITLED "MAP OF THE HEMME SUBDIVISION OF WHAT IS KNOWN AS THE FORD TRACT IN THE RANCHO SAN RAMON", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON MARCH 4, 1895 IN VOLUME C OF MAPS, AT PAGE 71, AND PORTION OF THE RANCHO SAN RAMON, DESCRIBED AS FOLLOWS:

**BEGINNING** ON THE SOUTHEAST LINE OF SAID LOT 19, BEING THE SOUTHEAST LINE OF THE "AVENUE 22' WIDE", AS DESIGNATED ON THE MAP OF THE HEMME SUBDIVISION ABOVE REFERRED TO, AT THE MOST EASTERLY CORNER OF THE 7.225 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM FLORA M. JONES TO B.W. RAILEY, ET UX, DATED DECEMBER 29, 1939 AND RECORDED JANUARY 8, 1940 IN VOLUME 535 OF OFFICIAL RECORDS, AT PAGE 213; THENCE FROM SAID POINT OF BEGINNING, SOUTH 47° 45' WEST ALONG SAID SOUTHEAST LINE, 425.71 FEET TO A FENCE LINE, BEING THE WESTERLY LINE OF AN EXISTING ROAD AND FROM WHICH POINT THE MOST SOUTHERLY CORNER OF SAID LOT 19 BEARS SOUTH 47° 45' WEST, 32.61 FEET ALONG SAID SOUTHEAST LINE; THENCE ALONG SAID FENCE LINE, BEING THE WESTERLY LINE OF SAID EXISTING ROAD, AS FOLLOWS: SOUTH 46° 08' 20" EAST, 421.72 FEET; SOUTH 0° 26' 20" WEST 16.95 FEET; SOUTH 45° 26' WEST 443.27 FEET; SOUTH 30° 25' 40" WEST 122.17 FEET; SOUTH 3° 20' 40" EAST 130.22 FEET; SOUTH 2° 26' EAST 119.90 FEET; SOUTH 7° 03' WEST 48.08 FEET; AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 170 FEET, THE CENTER OF WHICH BEARS NORTH 78° 43' 20" WEST, 126.04 FEET TO THE SOUTH LINE OF SAID ROAD FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 35° 57' 20" WEST; THENCE NORTH 76° 46' EAST ALONG SAID SOUTH LINE 73.99 FEET TO THE EAST LINE OF SAID ROAD BEING ALSO ON A FENCE LINE; THENCE ALONG SAID FENCE LINE SOUTH 10° 01' 40" WEST, 12.87 FEET AND NORTH 76° 46' EAST, 64.02 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8 OF THE HEMME SUBDIVISION, SAID POINT BEING NORTH 0° 35' WEST ALONG SAID EAST LINE, 223.96 FEET FROM THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 0° 35' EAST ALONG SAID EAST LINE, 223.96 FEET TO THE SOUTH LINE OF SAID LOT 8, SAID POINT BEING ALSO THE NORTHEAST CORNER OF THE 11.51 ACRE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM MARY O. SCHUELER, ET VIR, TO BOTILDA M. LORENZEN, DATED JANUARY 1, 1922 AND RECORDED FEBRUARY 25, 1922 IN VOLUME 404 OF DEEDS, AT PAGE 432; THENCE CONTINUING SOUTH 0° 35' EAST ALONG THE EAST LINE OF SAID 11.51 ACRE LORENZEN PARCEL, 1148.15 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL; SAID POINT BEING ALSO ON THE WEST BOUNDARY LINE OF THE RANCHO SAN RAMON; THENCE NORTH 38° 08' 25" WEST ALONG THE WEST LINE OF SAID 11.51 ACRE LORENZEN PARCEL AND ALONG THE WEST LINE OF SAID LOT 8 OF THE HEMME SUBDIVISION, BEING ALSO ALONG THE WEST BOUNDARY LINE OF THE RANCHO SAN RAMON, 3293.33 FEET TO A NORTHWEST LINE OF THE 62.95 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM MARIE DEAN HUTCHINSON TO B.W. RAILEY, ET UX, DATED SEPTEMBER 21, 1935 AND RECORDED OCTOBER 10, 1935 IN VOLUME 403 OF OFFICIAL RECORDS, AT PAGE 125, SAID POINT BEING ALSO ON THE SOUTHEAST LINE OF THE 9.737 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM CLARK INVESTMENT COMPANY TO THE WINTERS COMPANY, DATED MARCH 1, 1934 AND RECORDED APRIL 18, 1934 IN VOLUME 358 OF OFFICIAL RECORDS AT PAGE 144; THENCE NORTH 49° EAST ALONG THE NORTHWEST LINE OF SAID RAILEY PARCEL, 1016.03 FEET TO THE LINE BETWEEN LOTS 8 AND 9, AS DESIGNATED ON THE SAID MAP OF THE HEMME SUBDIVISION; THENCE ALONG SAID LINE, SOUTH 41° EAST, 295.68 FEET, SOUTH 51° WEST, 198 FEET AND SOUTH 39° 45' EAST, 166.32 FEET TO THE LINE BETWEEN LOTS 9 AND 20 OF THE SAID HEMME SUBDIVISION; THENCE NORTH 49° EAST ALONG SAID LINE AND ALONG THE LINE BETWEEN LOTS 10 AND 19 OF SAID HEMME SUBDIVISION, 1059.63 FEET TO THE NORTHEAST LINE OF THE 7.225 ACRE RAILEY PARCEL, (535 OR 213); THENCE SOUTH 41° 15' EAST ALONG SAID LINE, 956.07 FEET TO THE **POINT OF BEGINNING**.

**EXCEPTING FROM PARCEL ONE:**

THE INTEREST CONVEYED TO CONTRA COSTA COUNTY, "FOR USE AS A PUBLIC HIGHWAY" IN THE DEED FROM BOTHELDA M. LORENZEN, ET VIR, DATED OCTOBER 11, 1936 AND RECORDED NOVEMBER 6, 1936 IN VOLUME 422 OF OFFICIAL RECORDS, AT PAGE 406.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION – DEVELOPMENT AGREEMENT**

**ALSO EXCEPTING THEREFROM:**

ALL THAT PORTION THEREOF DESCRIBED IN THE DEED TO SCOTT & BALL, INC., RECORDED JULY 12, 1962 IN BOOK 4158, PAGE 514, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE POINT OF INTERSECTION OF THE SOUTHEASTERN LINE OF SAID LOT 19, BEING THE SOUTHEASTERN LINE OF THE RIGHT-OF-WAY, 20' WIDE, GRANTED TO CONTRA COSTA COUNTY BY INSTRUMENT RECORDED NOVEMBER 6, 1936 IN BOOK 418, AT PAGE 396, OFFICIAL RECORDS, OF SAID COUNTY, AND BEING ALSO THE CENTER LINE OF A ROAD 40' WIDE KNOWN AS CAMILLE AVENUE, WITH THE SOUTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO ANDREW LLOYD ABROTT, ET UX, RECORDED NOVEMBER 8, 1946 IN BOOK 966 AT PAGE 182, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHEASTERN LINES OF SAID LOTS 19 AND 20, SOUTH 48° 26' 49" WEST (BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 3; RECORD BEARING OF SAID LINE BEING SOUTH 47° 45' WEST) A DISTANCE OF 426.37 FEET; THENCE LEAVING SAID LINE, NORTH 41° 33' 11" WEST 30.00 FEET; THENCE NORTH 84° 35' WEST 273.86 FEET; THENCE NORTH 72° 24' 39" WEST 159.93 FEET; THENCE NORTH 35° 04' 06" WEST 144.75 FEET; THENCE NORTH 72° 44' 40" WEST 171.55 FEET; THENCE SOUTH 52° 43' 49" WEST 182.01 FEET; THENCE NORTH 40° 07' 56" WEST 105.00 FEET; THENCE SOUTH 49° 52' 04" WEST 91.70 FEET; THENCE NORTH 40° 07' 56" WEST 199.31 FEET TO THE NORTHWESTERN LINE OF SAID LOT 20; THENCE ALONG THE NORTHWESTERN LINES OF SAID LOTS 20 AND 19, NORTH 49° 41' 49" EAST 1049.98 FEET TO THE SOUTHWESTERN LINE OF SAID ABROTT PARCEL OF LAND (966 OR 182); THENCE ALONG THE LAST-MENTIONED LINE, SOUTH 40° 33' 11" EAST 955.38 FEET TO THE **POINT OF BEGINNING**.

**ALSO EXCEPTING THEREFROM:**

ALL THAT PORTION THEREOF DESCRIBED IN THE DEED TO EAST BAY REGIONAL PARK DISTRICT, RECORDED NOVEMBER 12, 1997, IN VOLUME 1997, AT PAGE 00220901.

**PARCEL TWO:**

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO THE TRACT OF LAND DESCRIBED AS PARCEL ONE ABOVE, FOR USE AS A ROADWAY FOR VEHICLES OF ALL KINDS, PEDESTRIANS AND ANIMALS, FOR WATER, GAS, OIL AND SEWER PIPE LINES, AND FOR TELEPHONE, ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH THE NECESSARY POLES OR CONDUITS TO CARRY SAID LINES OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

PORTION OF LOT 8, AS DESIGNATED ON THE MAP ENTITLED "MAP OF THE HEMME SUBDIVISION OF WHAT IS KNOWN AS THE FORD TRACT IN THE RANCHO SAN RAMON", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON MARCH 4, 1895 IN VOLUME C OF MAPS, AT PAGE 71, AND PORTION OF THE RANCHO SAN RAMON, DESCRIBED AS FOLLOWS:

**BEGINNING** ON THE SOUTHEAST LINE OF LOT 19, BEING THE SOUTHEAST LINE OF THE "AVENUE 22' WIDE", AS SAID LOT AND AVENUE ARE DESIGNATED ON THE MAP OF THE HEMME SUBDIVISION ABOVE REFERRED TO, DISTANT ALONG SAID SOUTHEAST LINE, NORTH 47° 45' EAST, 32.61 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 19; THENCE FROM SAID POINT OF BEGINNING ALONG A FENCE LINE, BEING THE WESTERLY LINE OF AN EXISTING ROAD AS FOLLOWS: SOUTH 46°08' 20" EAST, 421.72 FEET; SOUTH 0° 26' 20" WEST, 16.95 FEET; SOUTH 45° 26' WEST, 443.27 FEET; SOUTH 30° 25' 40" WEST, 122.17 FEET; SOUTH 3° 20' 40" EAST, 130.22 FEET; SOUTH 2° 26' EAST, 119.90 FEET; SOUTH 7° 03' WEST, 48.08 FEET; AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 170 FEET, THE CENTER OF WHICH BEARS NORTH 78° 43' 20" WEST, 126.04 FEET TO THE SOUTH LINE OF SAID ROAD FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 35° 57' 20" WEST; THENCE NORTH 76° 46' EAST ALONG SAID SOUTH LINE, 73.99 FEET TO THE EAST LINE OF SAID ROAD BEING ON A FENCE LINE; THENCE ALONG SAID EAST LINE AND ALONG THE FENCE LINE AS FOLLOWS; NORTH 10° 01' 40 EAST, 133.93 FEET; NORTH 0° 13' 30" EAST, 89.67 FEET; NORTH 4° 18' WEST, 38.04 FEET; NORTH 9° 17' 30" WEST, 87.58 FEET; NORTH 15° 16' EAST, 97.42 FEET; NORTH 38° 37' 10" EAST, 72.28 FEET; AND NORTH 45° 37' 40" EAST, 453.45 FEET TO THE NORTHEAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM BOTHELDA M. LORENZEN, ET VIR, TO B.W. RILEY, ET UX, DATED NOVEMBER 12, 1937 AND RECORDED NOVEMBER 24, 1937 IN VOLUME 449 OF OFFICIAL RECORDS, AT PAGE 245; THENCE NORTH 46° 10' WEST ALONG SAID NORTHEAST LINE,

**EXHIBIT "A"**  
**LEGAL DESCRIPTION – DEVELOPMENT AGREEMENT**

450.29 FEET TO THE SOUTHEAST LINE OF LOT 19 OF SAID HEMME SUBDIVISION; THENCE SOUTH 47° 45' WEST ALONG SAID LINE, 15.03 FEET TO THE **POINT OF BEGINNING**.

**PARCEL THREE:**

PORTION OF LOTS 19 AND 20, MAP OF HEMME SUBDIVISION, FILED MARCH 14, 1895, MAP BOOK C, PAGE 71, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

**BEGINNING** ON THE NORTHWEST LINE OF SAID LOT 19, AT THE MOST WESTERLY CORNER OF LOT 9, AS DESIGNATED ON THE MAP OF SUBDIVISION 2951, FILED JULY 18, 1962, MAP BOOK 88, PAGE 15; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINE OF THAT TRACT OF LAND DESIGNATED ON SAID MAP OF SUBDIVISION 2951, 88 M 15, AS FOLLOWS: SOUTH 44° EAST, 556.45 FEET; SOUTH 16° 37' 40" WEST, 94.95 FEET; WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 170 FEET, AN ARC DISTANCE OF 92.65 FEET AND SOUTH 31° 41' 56" WEST, 233.81 FEET TO THE SOUTHWEST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO SCOTT & BALL, INC., RECORDED JULY 12, 1962, BOOK 4158, OFFICIAL RECORDS, PAGE 514; THENCE ALONG THE EXTERIOR LINE OF SAID SCOTT & BALL, INC. PARCEL, AS FOLLOWS: NORTH 35° 04' 06" WEST, 144.75 FEET; NORTH 72° 44' 40" WEST, 171.55 FEET; SOUTH 52° 43' 49" WEST, 182.01 FEET; NORTH 40° 07' 56" WEST, 105 FEET; SOUTH 49° 52' 04" WEST, 91.70 FEET; NORTH 40° 07' 56" WEST, 199.31 FEET AND NORTH 49° 41' 49" EAST, 668.09 FEET TO THE **POINT OF BEGINNING**.

**EXCEPTING THEREFROM:**

THAT PORTION THEREOF DESCRIBED IN THE DEED TO DENNIS WILLIAM BALL, ET UX, RECORDED JUNE 30, 1970, IN BOOK 6160, PAGE 611, DESCRIBED AS FOLLOWS:

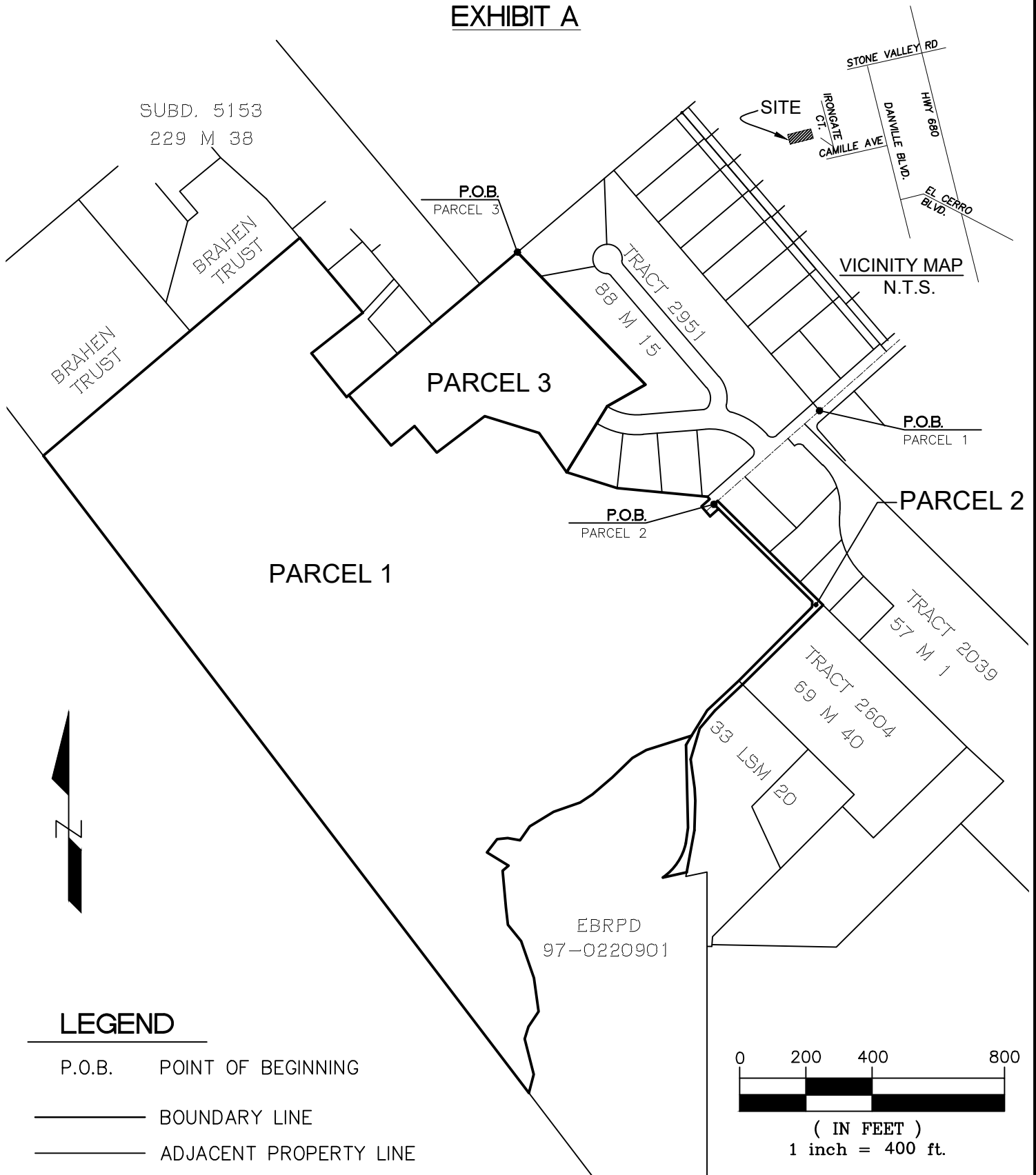
**BEGINNING** AT THE SOUTHWESTERLY CORNER OF LOT 12, AS DESIGNATED ON THE MAP OF SUBDIVISION 2951, FILED JULY 18, 1962, MAP BOOK 88, PAGE 15, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE EXTERIOR BOUNDARY OF THE TRACT OF LAND DESIGNATED ON SAID MAP OF SUBDIVISION 2951, MAP BOOK 88, PAGE 15, AS FOLLOWS: SOUTH 16° 37' 40" WEST 94.95 FEET AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 170 FEET; AN ARC DISTANCE OF 92.65 FEET; THENCE LEAVING SAID EXTERIOR BOUNDARY NORTHEASTERLY IN A STRAIGHT LINE TO THE **POINT OF BEGINNING**.

APN: 198-170-008-9, AS TO PARCEL ONE  
198-170-006-3, AS TO PARCELS TWO AND THREE

**END OF DESCRIPTION**



# EXHIBIT A



## LEGEND

P.O.B. POINT OF BEGINNING

BOUNDARY LINE

ADJACENT PROPERTY LINE

UNICORPORATED CONTRA COSTA COUNTY

CALIFORNIA



Planners  
Civil Engineers  
Surveyors

Aliquot Associates, Inc.  
1390 S. Main St. - Ste. 310  
Walnut Creek, CA 94596  
Telephone: (925) 476-2300  
Fax: (925) 476-2350

Subject BALL ESTATES - BOUNDARY  
Job No. 201032 Scale 1" = 400'  
By MM Date 8/7/2019 Chkd. VJD  
SHEET 4 OF 4

## 3.0 MITIGATION, MONITORING, AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) is a California Environmental Quality Act (CEQA)-required component of the Environmental Impact Report (EIR) process. As part of the CEQA environmental review procedures, Public Resources Code §21081.6 requires a public agency to adopt a monitoring and reporting program to ensure efficacy and enforceability of any mitigation measures applied to the proposed project. The lead agency must adopt an MMRP for mitigation measures incorporated into the project or proposed as conditions of approval. As stated in Public Resources Code §21081.6 (a)(1):

“The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation.”

**Table 3.0-1** represents the MMRP for the Ball Estates project (project). This table lists each of the mitigation measures proposed in the EIR, including mitigation refined or updated in the final EIR in **Chapter 2.0, Response to Comments**<sup>1</sup>, and specifies the timing and responsible party responsible for each mitigation measure.

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<sup>1</sup> Mitigation measure text updated in this final EIR is denoted by the following conventions: additions to the original draft EIR text are shown in underline, deletions from the original draft EIR text are shown in ~~strikethrough~~.

**Table 3.0-1 Mitigation, Monitoring, and Reporting Program**

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
<b>4.1 Aesthetics</b>				
<b>Impact AES-1:</b> New homes on the project site could conflict with the character of existing residential neighborhoods in the area.	<b>Mitigation Measure AES-1:</b> Custom homes must undergo an administrative design review, as required by conditions of approval, to ensure consistency with the existing character of the surrounding area. This process would examine elements of each proposed custom home, including size, scale, massing, setback, and color. In addition, the HOA Design Review Guidelines and Landscape Design Plan will include specific provisions regarding setbacks, backyard structures, and vegetative buffers along the perimeter of Madrone Trail. Compliance with these procedures will be required by the project's covenants, conditions, and restrictions, which will be reviewed by the County.	Project Sponsor to prepare Home Owners Association (HOA) Design Review Guidelines and Landscape Design Plan as part of the Covenants, Codes, and Restrictions (CC&R). Department of Conservation and Development (DCD) to review and approve CC&Rs. Landscaping plan to be consistent with tree replacement plan (see <b>Mitigation Measure BIO-8</b> ).	Project Sponsor / DCD	CC&Rs to be reviewed and approved prior to recording the final map. Design review to be conducted prior to issuance of a building permit for each residence.
<b>Impact AES-2:</b> New exterior lighting from the project could adversely impact nighttime views in the area.	<b>Mitigation Measure AES-2:</b> A lighting plan for any proposed exterior lighting must be submitted to the Contra Costa County Department of Conservation and Development, Community Development Division for review and approval.  Exterior lighting must be directed downward and away from adjacent properties and public/private right-of-way to prevent glare or excessive	If proposed, any exterior lighting must be included as part of the CC&Rs.	Project Sponsor / DCD	Exterior lighting installed outside of private lots must be approved as part of the site improvement plans. Exterior lighting as part of private lots must be approved prior to the issuance of a building permit.

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<p>light spillover. Lighting bulbs must be limited to low intensity lights, including lighting for identification purposes.</p> <p>No free standing light poles will be allowed within the residential property. Landscaping lights must be limited to ground-level for walking/safety purposes.</p> <p>If any lighting is proposed for the staging area, lighting must be also directed downward and away from adjacent properties. Lighting intensity may not be greater than what is reasonably required to safely illuminate the staging area.</p>			
<b>4.2 Agriculture and Forestry</b>				
<p><b>Impact AG-1:</b> Implementation of the project would result in the loss of forest land at the project site and thus would conflict with forest land zoning as established by California Public Resources Code 12220(g).</p>	See <b>Mitigation Measure BIO-8</b>	See <b>Mitigation Measure BIO-8</b>	See <b>Mitigation Measure BIO-8</b>	See <b>Mitigation Measure BIO-8</b>
<b>4.3 Air Quality</b>				
<p><b>Impact AQ-1:</b> Site preparation and grading would temporarily generate fugitive dust in the form of PM<sub>10</sub> and PM<sub>2.5</sub>.</p>	<p><b>Mitigation Measure AQ-1:</b> The contractor will adhere to the following best management practices during construction:</p> <ul style="list-style-type: none"> <li>All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</li> <li>All haul trucks transporting soil, sand, or other loose material offsite shall be covered.</li> <li>All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</li> </ul>	Contractor to curtail fugitive dust emissions through best management practices.	Contractor / Project Sponsor	During construction

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<ul style="list-style-type: none"> <li>All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).</li> <li>All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</li> <li>Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of CCR). Clear signage shall be provided for construction workers at all access points.</li> <li>All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</li> <li>Post a publicly visible sign with the telephone number and person to contact at the construction contractor's office regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.</li> </ul>			

#### 4.4 Biological Resources

<p><b>Impact BIO-1:</b> Grading and construction of the project has the potential to result in harm or mortality to individual Alameda whipsnake, if present in woodpiles or under other debris along the western boundary of the project site.</p>	<p><b>Mitigation Measure BIO-1a:</b> The project proponent shall consult with the USFWS and CDFW regarding potential impacts of the project on Alameda whipsnake, and shall obtain the appropriate take authorization (Section 7 Biological Opinion and/or 2081 permit or 2080.1 consistency determination) as specified by the USFWS and CDFW prior to initiation of construction activities. The project proponent shall comply with all terms of the endangered species permits including any mitigation requirements, and provide evidence of compliance to the County prior to issuance of a grading permit. <u>Consistent with previous consultation processes, on-site Alameda whipsnake protection would likely be accomplished through the development and implementation of a habitat management plan to identify the following:</u></p>	<p>Project Sponsor to consult with USFWS and CDFW and obtain appropriate permits.</p> <p>DCD to verify that such permits are obtained.</p>	<p>Project Sponsor/ DCD</p>	<p>Pre-construction and/or prior to any ground disturbance</p>
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Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<ul style="list-style-type: none"> <li>• <u>Location and implementation measures for all habitat restoration activities;</u></li> <li>• <u>Management measures to ensure that adjacent land uses would not adversely affect the ecological functions and values of the habitat management lands. Such measures may include the use of fencing to prevent unauthorized access, and signage describing the sensitive nature of the habitat management land;</u></li> <li>• <u>Species, quantity, and location of plants to be installed in areas of habitat enhancement, as well as management measures required to ensure successful establishment;</u></li> <li>• <u>Enhanced habitat in new and existing habitat areas, such as the installation of rock piles, planting native oaks to expand oak woodland habitat adjacent to the development, and planting native scrub/chaparral species outside the 100-foot defensible space, thereby increasing habitat for prey species to improve habitat values for Alameda whipsnakes;</u></li> <li>• <u>Adaptive management measures that may be employed as needed to ensure the success of the habitat management plan, including management of invasive species, domestic pets, and fuels, and;</u></li> <li>• <u>Management and maintenance activities, including weeding, supplemental irrigation, and site protection.</u></li> </ul>			
	<p><b>Mitigation Measure BIO-1b:</b> In order to allow any snakes and lizards that currently use the small woodpiles west of the residence to seek alternative cover, the woodpiles shall be removed gradually and under the supervision of an agency-approved biologist prior to the start of construction. Depending upon the size of the woodpiles, a quarter to a third of the piles should be manually removed every five days.</p> <p>As discussed in <b>Chapter 3.0, Project Description</b>, project operation will include vegetation management to maintain 100 feet of defensible space to reduce the risk of wildfires. Vegetation management activities include annual weed whacking, grazing and disposal of woody debris to manage defensible space in the open space west of Lots 8, 9, Lots 28-33, and the residences bordering Parcel A may adversely affect an individual Alameda whipsnake if a snake was seeking temporary cover</p>	<p>Qualified Biologist to monitor removal of woodpiles, tree removal, and construction of wetland mitigation area (if applicable). Project Sponsor shall prepare a Defensible Space Vegetation Management Plan for DCD review.</p>	<p>Project Sponsor / Qualified Biologist / Contractor</p>	<p>Pre-construction / Construction prior to tree removal, during tree removal, and prior to grading</p>

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<p>in woody debris, or moving through herbaceous/ graminoid or shrubby vegetation during vegetation management activities.</p> <p>Vegetation management to achieve defensible space in the open space west of the development shall be conducted manually. Grasses, weeds, and brush shall be cut manually or with the aid of hand-powered equipment such as weed-whackers or hand-operated mowers. Woody debris shall be retrieved manually. Grazing animals such as goats may be used for vegetation management. A Defensible Space Vegetation Management Plan that describes vegetation management objectives and practices protective of AWS shall be prepared by the project sponsor, approved of by the USFWS, and implemented by the homeowners and HOA.</p> <p>In addition, an agency-approved biologist shall monitor removal of the eucalyptus trees and construction of the wetland mitigation area in the western portion of the project site, if wetland restoration or tree removal in this area is conducted (see <b>Mitigation Measure BIO-6b</b>).</p>			
	<p><b>Mitigation Measure BIO-1c:</b> A preconstruction survey for Alameda whipsnake shall be conducted by a 10(a)(1)(A) permitted biologist not more than 24 hours prior to the start of any site disturbance activities. All suitable habitat features that may be used by Alameda whipsnake shall be identified, marked, and mapped during the preconstruction survey. The removal or destruction of suitable habitat features and all initial ground disturbances (e.g. clearing and grubbing) shall be conducted under the direct supervision of the agency approved biologist prior to the onset of site grading. If Alameda whipsnake are detected within the project work area, site disturbance shall be halted until the snake has been relocated by a 10(a)(1)(A) permitted biologist as approved and directed by the USFWS and CDFW. Terms of the salvage shall be established in consultation with USFWS and CDFW prior to initiation of construction activities, and approved relocation may be in suitable habitat in the open space and critical habitat area west of the project site.</p>	<p>Qualified Biologist to survey for Alameda whipsnake, map suitable habitat features, and conduct relocation, if necessary.</p>	<p>Qualified Biologist</p>	<p>Pre-construction / Construction prior to grading</p>

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<b>Mitigation Measure BIO-1d:</b> Upon completion of the preconstruction survey, a snake exclusion fence not less than 4 feet in height with one-way exit funnels (to allow Alameda whipsnake to passively move out of the construction zone), and buried at least 4 inches in the ground shall be installed around the southern and western boundaries of the project development site. The fence shall be installed under the guidance of an agency approved biologist who is knowledgeable about Alameda whipsnake, and shall be maintained until all vegetation removal and earthwork for the project has been completed. The fence shall be inspected by the construction team on a daily basis (i.e., every workday), and repairs shall be made immediately if the integrity of the fence is compromised.	Contractor to install snake exclusion fence with oversight of Qualified Biologist. Contractor shall conduct regular fence inspection.	Qualified Biologist / Contractor	Fencing to be installed prior to construction and be left in place until construction is resumed
	<b>Mitigation Measure BIO-1e:</b> All construction personnel shall attend an informational training session conducted by an agency approved biologist prior to the start of any site disturbance activities, including demolition. This session will cover identification of the species and procedures to be followed if an individual is found onsite, as well as biology and habitat needs of this species. Handouts will be provided and extra copies will be retained onsite. Construction workers shall sign a form stating that they attended the program and understand all protection measures for the Alameda whipsnake. Additional training sessions will be provided to construction new personnel during the course of construction.	Qualified Biologist to train construction personnel in identification and needs of protected species that could occur on project site.	Qualified Biologist / Contractor	Pre-construction
	<b>Mitigation Measure BIO-1f:</b> Trenches or pits greater than 1 foot deep that are created during earthwork for the project shall be covered with plywood or an earthen ramp will be made each night after work so no organisms are trapped. Trenches and pits shall be inspected by a designated member of the construction team who has been trained by the agency-approved biologist prior to the start of earthwork each day. Any vertebrate organisms observed in such areas shall be allowed to escape to the safety of adjacent cover.	Contractor to cover trenches during construction.	Contractor	During grading and construction



Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<b>Mitigation Measure BIO-1g:</b> Best Management Practices shall be implemented to minimize the potential mortality, injury, or other impacts to Alameda whipsnake. Erosion control materials shall not include small-mesh plastic netting, which could result in entanglement and death. All food trash items shall be removed from the project site daily to reduce the potential for attracting predators of Alameda whipsnake which could scavenge uncovered snakes.	Contractor to use best management practices to limit risk to Alameda whipsnake.	Contractor	During grading and construction
	<b>Mitigation Measure BIO-1h:</b> An agency approved biological monitor knowledgeable about Alameda whipsnake will be the point of contact for the construction team. The USFWS will be notified immediately if Alameda whipsnakes are detected within the project site. The CDFW will also be notified after contacting the USFWS.	Qualified Biologist to notify USFWS and CDFW if Alameda whipsnakes are detected within the project site.	Qualified Biologist / Contractor	During grading and construction
<b>Impact BIO-2:</b> Construction of the project during nesting season has the potential to result in a take of protected birds or create disturbance that could result in nest abandonment.	<b>Mitigation Measure BIO-2:</b> <u>Prior to the initiation of construction activities, including ground disturbing activities and tree removal scheduled to occur between February 1 and September 1, the qualified biologist shall conduct a habitat assessment and nesting survey for nesting bird species no more than seven (7) days prior to the initiation of work. Surveys shall encompass all potential habitats (e.g., grasslands and tree cavities) within 250 feet of the project site, as well potential nest trees within 0.5 mile for golden eagle, 1,000 feet for Swainson's hawk. If construction-related site disturbance commences between February 1 and August 31, a qualified biologist shall conduct a pre-construction bird nesting survey. If nests of either migratory birds or birds of prey are detected on or adjacent to the site, a no-disturbance buffer (generally 50 feet for passerines, 0.5 mile for golden eagle, 1,000 feet for Swainson's hawk, and 300 feet for other raptors) in which no new site disturbance is permitted shall be observed up to August 31, or until the qualified biologist determines that the young are foraging independently.</u>	Qualified Biologist to survey project site for nesting birds and submit results to CDFW. If nesting birds are encountered, Qualified Biologist shall create buffer zones near nests with CDFW consultation.	Qualified Biologist	Prior to grading / Construction and prior to tree removal

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<p><u>The qualified biologist conducting the surveys shall be familiar with the breeding behaviors and nest structures for birds known to nest in the project site. Surveys shall be conducted during periods of peak activity (early morning, dusk) and shall be of sufficient duration to observe movement patterns. Survey results, including a description of timing, duration, and methods used, shall be submitted to CDFW for review 48 hours prior to the initiation of the project. If a lapse in project activity of seven days (7) or more occurs, the survey shall be repeated and no work shall proceed until the results have been submitted to CDFW.</u></p> <p><u>If nesting birds are found as described above, then no work shall be initiated until species-specific buffers have been established in consultation with CDFW. If CDFW does not respond within four (4) days of receiving the survey, construction activities may proceed consistent with the qualified biologist's recommendations on nest buffers. Buffer areas shall be demarked from work activities and avoided until the young have fledged, as determined by the qualified biologist. Active nests found inside the limits of species-specific buffer zones or nests within the vicinity of the project site showing signs of distress from project activity as determined by the qualified biologist shall be monitored daily during the duration of the project for changes in bird behavior. Buffer areas of active nests within the vicinity of the project site showing signs of distress or disruptions to nesting behaviors from project activity, as determined by the qualified biologist, shall have their buffers immediately adjusted by the qualified biologist until no further interruptions to breeding behavior are detectable. The size of the no-disturbance buffer shall be determined by a qualified biologist, and shall take into account local site features and existing sources of potential disturbance. If more than 15 days elapse between the survey and the start of construction, the survey shall be repeated. If vegetation removal, building demolition, or earthwork stages are phased over multiple years, the pre-construction survey and nest-avoidance measures described above would need to be repeated.</u></p>			

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	If vegetation removal, building demolition, or earthwork stages are phased over multiple years, the pre-construction survey and nest-avoidance measures described above would need to be repeated.			
<b>Impact BIO-3:</b> Building demolition and tree removal could result in a take of roosting bats, including a maternity colony, if present.	<b>Mitigation Measure BIO-3a:</b> A qualified biologist knowledgeable about local bat species and experienced with bat survey methods shall inspect all structures and trees that could support bats at the project site prior to the start of site disturbance (e.g., demolition, vegetation removal, and earthwork). Surveys should be conducted during appropriate weather to detect bats (i.e., not in high winds or during heavy rain events). One daytime and up to two nighttime surveys (starting at least 1 hour prior to dusk) should be conducted to determine if bats are present. If bats are detected, additional surveys utilizing acoustic monitoring or other methods may be necessary depending on the recommendations of the bat biologist.	Qualified Biologist to survey site for bat-supporting structures and trees.	Qualified Biologist	Pre-construction prior to grading
	<b>Mitigation Measure BIO-3b:</b> Preconstruction surveys for bats should be conducted within two weeks prior to the removal of any trees or structures that are deemed to have potential bat roosting habitat. If bats are detected on site and would be impacted by the project, then appropriate mitigation measures would be developed with approval from CDFW. Mitigation measures would include one or more of the following methods: using one-way doors to exclude non-breeding bats, opening up roof areas of structures to allow airflow that would deter bats from roosting, and taking individual trees down in sections to encourage bats to relocate to another roost site. Typically, this work is conducted in the evening when bats are more active, and this work should be conducted under the guidance of an experienced bat biologist	Qualified Biologist survey for bats and develop appropriate mitigation measures, if necessary.	Qualified Biologist / Contractor	Pre-construction prior to tree removal

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<p><b>Mitigation Measure BIO-3c:</b> <u>Should bat species be confirmed on the project site either through the habitat assessment or during surveys, building demolition, tree trimming, or tree removal should only be conducted during seasonal periods of bat activity: between August 31 and October 15, when bats would be able to fly and feed independently, and between March 1 and April 15 to avoid hibernating bats, and prior to the formation of maternity colonies.</u> Mitigation for impacts to a maternity bat roost, if detected, would be determined through consultation with CDFW and may include construction of structures that provide suitable bat roosting habitat (i.e., bat houses, bat condos) for the particular species impacted.</p>	<p>Contractor to ensure tree trimming and demolition of buildings are timed to avoid sensitive seasons for bats. Contractor to create bat roosting structures if necessary.</p>	<p>Qualified Biologist / Contractor</p>	<p>Pre-construction / Construction prior to tree removal</p>
<p><b>Impact BIO-4:</b> Project construction activities (i.e., ground disturbance, vegetation removal, and earthwork) could result in the take of an active San Francisco dusky-footed wood rat lodge.</p>	<p><b>Mitigation Measure BIO-4:</b> Not more than 30 days before initial ground disturbance, a qualified biologist shall conduct a survey of the project site to determine whether San Francisco dusky-footed woodrat lodges have been constructed within the work area. If no woodrat lodges are present within the work area, no further mitigation is required. If San Francisco dusky-footed woodrat lodges are observed within the area subject to ground disturbance, a woodrat mitigation plan describing habitat enhancement and relocation of the lodge(s) to an area not subject to site disturbance within the project site or the remainder parcel shall be prepared and submitted to CDFW for approval prior to the start of ground disturbance.</p>	<p>Qualified Biologist to survey project site for San Francisco dusky-footed woodrat lodges and develop mitigation plan, if necessary.</p>	<p>Qualified Biologist</p>	<p>Pre-construction prior to ground disturbance</p>
<p><b>Impact BIO-5:</b> If American badger establishes dens within the project site, construction activities could result in the take of an active den.</p>	<p><b>Mitigation Measure BIO-5:</b> A qualified biologist shall conduct a preconstruction survey for the American badger within 14 days prior to the start of construction. If no potential dens are found, no additional measures are required. If an active badger den is found, consultation with CDFW would be required. Construction would be halted within 100 feet of the den during the breeding season (summer through early fall), and hand excavation of dens during the non-breeding period would be required subject to CDFW approval.</p>	<p>Qualified Biologist to survey project site for the American badger and consult with CDFW, if necessary.</p>	<p>Qualified Biologist</p>	<p>Pre-construction prior to grading</p>

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
<p><b>Impact BIO-6:</b> The project would require the filling and daylighting of drainages and seasonal wetlands onsite.</p>	<p><b>Mitigation Measure BIO-6a:</b> The removal of riparian trees and shrubs will be avoided and minimized to the extent feasible. Hazard reduction associated with structurally unsound trees, and the risks of failure given proximity to improvements proposed in the project shall be considered and addressed through tree removals and pruning specified by a certified arborist. Mitigation to compensate for the removal of riparian trees shall be accomplished through replacement plantings of locally native trees at not less than a 3:1 replacement to loss ratio within the project site or an alternative location approved by CDFW. <del>With regards to riparian trees, this mitigation measure shall supersede other mitigation included in this draft environmental impact report that prescribe tree replacement ratios to reduce other impacts.</del> With regards to oak trees, replacement shall conform with the ratio discussed in Mitigation Measure BIO-8.</p> <p>A riparian restoration plan detailing the following elements shall be prepared:</p> <ul style="list-style-type: none"> <li>• The number, species, and location of riparian mitigation plantings that will be planted in the restoration area;</li> <li>• Performance standards requiring a minimum 80 percent survival rate; average of good vigor and positive height growth of riparian mitigation trees after ten years; seasonal planting timing; and method of supplemental watering during the establishment period;</li> <li>• The monitoring period, which shall be not less than 10 years for riparian restoration;</li> <li>• Adaptive management procedures that may be employed as needed to ensure the success of the restoration project. These include, but are not limited to, exotic and invasive plant species control, the use of browse barriers to protect riparian plants from wildlife damage, replacement plantings and management of the supplemental watering system to support the attainment of the foregoing performance standards;</li> </ul>	<p>Qualified Arborist to minimize removal of riparian shrubs and trees through pruning and replacement planting. Riparian restoration plan to be submitted for DCD review and approval.</p>	<p>Qualified Arborist / DCD</p>	<p>Riparian restoration plan shall be submitted prior to ground disturbance.</p> <p>Implementation of the riparian restoration plan shall occur immediately after installation of site improvements.</p>

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<ul style="list-style-type: none"> <li>Management and maintenance activities, including weeding, supplemental irrigation, site protection; and</li> <li>Responsibility for maintaining, monitoring and ensuring the preservation of the mitigation site in perpetuity.</li> </ul> <p>In replacing riparian trees, the arborist shall review the final project grading plans to ensure that adequate tree preservation methods, guidelines, and conditions are in place. The arborist shall conduct pre-demolition site meetings with the contractor to determine clearance pruning, stump removal techniques, fencing placement and timing, and tree protection. The arborist shall have site meetings after demolition to review and confirm tree protection fencing position for the grading and construction portion of the subdivision. The arborist shall be guided by the standard protocols set forth in the <i>American National Standards Institute (ANSI) A300 Standard, Part 5 (2005)</i> and the <i>International Society of Arboriculture's publication Best Management Practices: Managing Trees During Construction (2008)</i>.</p>			
	<p><b>Mitigation Measure BIO-6b:</b> The fill of jurisdictional wetlands and unvegetated other waters will be avoided and minimized to the extent feasible. Authorization for the fill of waters of the U.S. and State shall be obtained by the project proponent prior to the start of construction. Mitigation for the fill of wetlands and other waters shall be accomplished through the creation of seasonal freshwater wetlands and unvegetated other waters at a minimum 1:1 replacement ratio within the project site, at an approved wetland mitigation bank, or at another location within the Walnut Creek watershed approved of by the USACE, RWQCB, and CDFW. The mitigation goal shall be to create and enhance aquatic habitats with habitat functions and values greater than or equal to those that will be impacted by the proposed project.</p> <p>Wetland mitigation within the project site or at another location within the Walnut Creek watershed would be described in a wetland mitigation plan that would:</p>	<p>Project Sponsor to obtain authorization and applicable permits from USACE, RWQCB, and CDFW to fill wetlands.</p> <p>A verification shall be provided to DCD.</p> <p>Project Sponsor shall implement wetland mitigation and replacement for filled wetlands.</p>	Project Sponsor	<p>Permits shall be obtained prior to pre-construction. Implementation shall occur immediately after installation of site improvements.</p>

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<ul style="list-style-type: none"> <li>• Be prepared consistent with the Final Regional Compensatory Mitigation and Monitoring Guidelines (USACE 2015) and the Compensatory Mitigation for Losses of Aquatic Resources: Final Rule (USACE 2008);</li> <li>• Define the location of all restoration and creation activities;</li> <li>• Describe measures that would ensure that adjacent land uses would not adversely affect the ecological functions and values of the wetland mitigation area, so as to ensure consistency with the foregoing federal guidelines and rules. Such measures may include the use of appropriately-sized buffers between the wetland mitigation area and any adjacent development, the use of fencing or walls to prevent unauthorized access, lighting in adjacent development designed to avoid light spillage into the wetland mitigation area, landscape-based Best Management Practices for adjacent development prior to discharge into the wetland mitigation area, and signage describing the sensitive nature of the wetland mitigation area.</li> <li>• Provide evidence of a suitable water budget to support restored and created wetland habitats;</li> <li>• Identify the species, quantity, and location of plants to be installed in the wetland habitats;</li> <li>• Identify the time of year for planting and method for supplemental watering during the establishment period;</li> <li>• Identify the monitoring so as to ensure consistency with the foregoing federal guidelines and rules, which shall be not less than five years for wetland restoration;</li> <li>• Define success criteria that will be required for restoration efforts to be deemed a success;</li> <li>• Identify adaptive management procedures that may be employed as needed to ensure the success of the mitigation project and its consistency with the foregoing federal guidelines and rules. These include, but are not limited to, remedial measures to address</li> </ul>			

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<p>exotic invasive species, insufficient hydrology to support the attainment of performance standards, and wildlife harm;</p> <ul style="list-style-type: none"> <li>Define management and maintenance activities, including weeding, supplemental irrigation, and site protection; and</li> <li>Define responsibility for maintaining, monitoring and ensuring the preservation of the mitigation site in perpetuity.</li> </ul> <p>The Project Applicant shall comply with all terms of the permits issued by these agencies, including mitigation requirements, and shall provide proof of compliance to the County prior to issuance of a grading permit.</p>			
<p><b>Impact BIO-7:</b> The project could result in the degradation of water quality in the intermittent drainages and downstream waters.</p>	<p><b>Mitigation Measure BIO-7:</b> Adverse impacts to water quality shall be avoided and minimized by implementing the following measures:</p> <ul style="list-style-type: none"> <li>Prior to the start of site disturbance activities, construction barrier fencing and silt fencing shall be installed around the perimeters of wetlands and drainages that are to be protected during construction of the project to prevent movement of sediments into these features. Any debris that is inadvertently deposited into these features during construction shall be removed in a manner that minimizes disturbance.</li> <li>All construction within jurisdictional features shall be conducted consistent with permits issued by USACE, RWQCB, and CDFW. Construction activities within these features shall be completed promptly to minimize their duration and resultant impacts.</li> <li>Contractors shall be required to implement a Stormwater Pollution Prevention Plan that describes BMPs including the conduct of all work according to site-specific construction plans that minimize the potential for sediment input to the aquatic system, avoiding impacts to areas outside the staked and fenced limits of construction, covering bare areas prior to storm events, and protecting disturbed areas with approved erosion control materials.</li> </ul>	<p>Contractor to mitigate water quality impacts through construction barriers, permitting coordination, implementing a Stormwater Prevention Plan, and BMPs.</p>	<p>Contractor</p>	<p>Pre-construction / During construction</p>



Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<ul style="list-style-type: none"> <li>Bioretention planters, vegetated swales, and other landscape-based BMPs to catch and filter runoff from impervious surfaces shall be implemented throughout the project site to protect water quality in receiving waters.</li> </ul>			
<p><b>Impact BIO-8:</b> Several protected trees would be removed to allow for project construction.</p>	<p><del>Mitigation Measure BIO-8: A Tree Replacement Plan shall be submitted to and approved by the County prior to the removal of trees and/or prior to the issuance of a grading permit, the project sponsor will submit to the County a Tree Replacement Plan designating the approximate location, number, and sizes of replacement trees to be planted on the project site. Prior to submittal of a building permit for each home, a licensed landscape architect shall submit a landscape plan designating the final location and species of trees in general conformance with the Tree Replacement Plan. Trees shall be planted prior to final occupancy of each building.</del></p> <p>Mitigation for the removal of any native oak trees by the project, regardless of location, will be achieved by the following ratios: 4:1 replacement for trees 6-3/8-10 inches in diameter, 5:1 replacement for trees &gt;10-15 inches in diameter, and 15:1 replacement for trees &gt;15 inches in diameter. The replacement ratio for non-oak trees shall be as follows: shall be 3:1 for trees that are removed within riparian corridors, 2:1 for drought tolerant trees, and 1:1 for non-drought tolerant trees.</p> <p>The Tree Replacement Plan shall identify the total number and size of trees to be replanted in accordance to the ratios discussed above. CDFW replacement ratios are based on the diameter of the removed tree, with no minimum container size for replacement trees. To fulfill CDFW recommendations, the oak mitigation credit shall be calculated based on the scale outlined in Table 4.4-3.</p> <p>The Tree Replacement Plan shall designate the approximate location, number, and sizes of trees to be planted on each lot. In addition, prior to submittal of a building permit for each home, a licensed landscape architect shall submit a landscape plan designating the final</p>	<p>Project Sponsor to submit to DCD a Tree Replacement Plan for the entire project site.</p> <p>Project Sponsor to submit to DCD a landscape plan for each residential lot that conforms to the Tree Replacement Plan.</p>	<p>Project Sponsor / DCD</p>	<p>Tree Replacement Plan for the entire project site shall be submitted to DCD prior to any tree removal or ground disturbance.</p> <p>Tree Replacement within open space, common area, or off-site shall occur immediately after installation of site improvements.</p> <p>Landscape Plan for the residential lots shall be submitted prior to issuance of a building permit.</p> <p>Installation of the Landscape Plan shall be completed prior to obtaining a final building inspection.</p>

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing																					
	<p>location and species of trees in general conformance with the Tree Planting Plan. Trees shall be planted prior to final of building permit.</p> <p>Table 4.4-3 Tree Mitigation Credit Based on Container Size</p> <table><tr><th>Container Size</th><th colspan="2">Oak tree replacement credit</th></tr><tr><td>1-gallon</td><td>1 tree</td><td>1 credit to CDFW</td></tr><tr><td>5-gallon</td><td>2 trees</td><td>2 credits to CDFW</td></tr><tr><td>15-gallon</td><td>4 trees</td><td>4 credits to CDFW</td></tr><tr><td>24-inch box</td><td>8 trees</td><td>8 credits to CDFW</td></tr><tr><td>36-inch box</td><td>16 trees</td><td>16 credits to CDFW</td></tr><tr><td>48-inch box</td><td>32 trees</td><td>32 credits to CDFW</td></tr></table> <p>Replacement plantings shall consist of locally appropriate native species and non-invasive species. Tree species identified as a pest species by the California Invasive Plant Council shall not be used as replacement plantings.</p> <p>In designing the Tree Replacement Plan, the arborist shall review the final project grading plans to ensure that adequate tree preservation methods, guidelines, and conditions are in place. The project arborist shall host pre-demolition meetings with the general contractor and demolition contractor to determine clearance pruning, stump removal techniques, fencing placement and timing, and tree protection. The arborist shall conduct post-demolition meetings to review and confirm tree protection fencing for grading and construction. The arborist shall incorporate standard protocols set forth in the American National Standards Institute (ANSI) A300 Standard, Part 5 (2005) and the</p>	Container Size	Oak tree replacement credit		1-gallon	1 tree	1 credit to CDFW	5-gallon	2 trees	2 credits to CDFW	15-gallon	4 trees	4 credits to CDFW	24-inch box	8 trees	8 credits to CDFW	36-inch box	16 trees	16 credits to CDFW	48-inch box	32 trees	32 credits to CDFW			
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Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<p><u>International Society of Arboriculture's Best Management Practices: Managing Trees During Construction (2008).</u></p> <p><u>Planting shall conform to the American National Standards Institute (ANSI) A300 Standard, Part 6 (2012) Tree, Shrub and Other Woody Plant Management Standard Practices (Planting and Transplanting), or later versions as they are published and to the companion International Society of Arboriculture (ISA) Best Management Practices (BMP) Tree Planting, Second Edition, or later versions as they are published. Tree selection and planting shall be overseen by an International Society of Arboriculture Certified Arborist familiar with the practices in the Standard and BMP. Irrigation of the mitigation trees shall be dedicated to the specific tree, not part of a broader area irrigation.</u></p> <p><u>The <del>County will determine</del> project sponsor will prepare an Offsite Tree Replacement Plan outlining the number, location, and sizes of replacement trees to be planted offsite if the project site cannot sustainably support the required number of replacement trees. All trees that are planted offsite or within common or open space areas on the project site shall be planted upon completion of the site improvements. The project sponsor will monitor offsite plantings for a period of five years to ensure at least 80 percent tree survival.</u></p>			

#### 4.5 Cultural Resources

<p><b>Impact CUL-1:</b> Construction of the project could potentially cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5.</p>	<p><b>Mitigation Measure CUL-1:</b> Pursuant to CEQA Guidelines Section 15064.5, and other applicable law, in the event that any prehistoric, historic, archaeological, or paleontological resources are discovered during ground-disturbing activities, all work within 100 feet of the resources shall be halted and the proponent shall consult with the County and a qualified professional (historian, archaeologist, and/or paleontologist, as determined appropriate and approved by the County) to assess the significance of the find.</p>	<p>Project Sponsor to notify DCD if prehistoric, historic, archaeological, or paleontological resources are uncovered at the project site.</p>	<p>Project Sponsor / DCD / Qualified Cultural Resource Professional</p>	<p>During construction</p>
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Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<p>If any find is determined to be significant, representatives of the County and the consulting professional shall determine, with the input of any affected California Native American tribe, the appropriate avoidance measures, such as planning greenspace, parks, or other open space around the resource to preserve it and/or its context (while protecting the confidentiality of its location to the extent feasible) or other appropriate mitigation, such as protecting the historical or cultural value of the resource through data recovery or preservation.</p> <p>In considering any suggested mitigation proposed by the consulting professional to mitigate impacts to cultural resources, the County shall determine whether avoidance is feasible in light of factors such as the nature of the find, project design, costs, and other considerations.</p> <p>If avoidance is infeasible, other appropriate measures, such as data recovery, shall be instituted. The resource shall be treated with the appropriate dignity, taking into account the resource's historical or cultural value, meaning, and traditional use, as determined by a qualified professional or California Native American tribe, as is appropriate. Work may proceed on other parts of the project site while mitigation for cultural resources is carried out. All significant cultural materials recovered shall, at the discretion of the consulting professional, be subject to scientific analysis, professional museum curation, and documentation according to current professional standards.</p> <p>At the County's discretion, all work performed by the consulting professional shall be paid for by the proponent and at the County's discretion, the professional may work under contract with the County.</p>			

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
<b>Impact CUL-2:</b> Construction of the project could potentially cause a substantial adverse change in the significance of an unknown archaeological resource pursuant to Section 15064.5.	See <b>Mitigation Measure CUL-1</b>	See <b>Mitigation Measure CUL-1</b>	See <b>Mitigation Measure CUL-1</b>	See <b>Mitigation Measure CUL-1</b>
<b>Impact CUL-3:</b> Construction of the project potentially could directly or indirectly destroy a unique paleontological resource on site or unique geologic feature.	See <b>Mitigation Measure CUL-1</b>	See <b>Mitigation Measure CUL-1</b>	See <b>Mitigation Measure CUL-1</b>	See <b>Mitigation Measure CUL-1</b>
<b>Impact CUL-4:</b> Construction of the project could potentially disturb human remains, including those interred outside of formal cemeteries.	<b>Mitigation Measure CUL-2:</b> In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:  1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until: <ul style="list-style-type: none"> <li>The coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required, and</li> <li>If the coroner determines the remains to be Native American:</li> </ul>	County Coroner to examine any human remains discovered at the project site.	Contractor / County Coroner	During construction

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<ul style="list-style-type: none"> <li>The coroner shall contact the Native American Heritage Commission within 24 hours;</li> <li>The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American;</li> <li>The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98;</li> </ul> <p>2. Where the following conditions occur, the landowner or his authorized representative shall reburial the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance:</p> <ul style="list-style-type: none"> <li>The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the Commission;</li> <li>The identified descendant fails to make a recommendation; or</li> <li>The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.</li> </ul>			

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
<b>Impact CUL-5:</b> Construction of the project could potentially cause a substantial adverse change in the significance of an unknown tribal cultural resource.	See <b>Mitigation Measures CUL-1</b> and <b>CUL-2</b>	See <b>Mitigation Measures CUL-1</b> and <b>CUL-2</b>	See <b>Mitigation Measures CUL-1</b> and <b>CUL-2</b>	See <b>Mitigation Measures CUL-1</b> and <b>CUL-2</b>
<b>4.7 Geology and Soils</b>				
<b>Impact GEO-1:</b> The project could be subject to strong seismic shaking from regional geologic faults.	<b>Mitigation Measure GEO-1:</b> The project proponent shall design structures and foundations to withstand expected seismic sources in accordance with the current version of the California Building Code, as adopted by the County. Prior to the issuance of a building permit, the Contra Costa County Department of Conservation and Development shall verify that plans incorporate seismic site categorization and design coefficients in conformance with the most recent version of the California Building Code. The project sponsor shall be required to provide evidence that a qualified geotechnical engineer has reviewed final grading, drainage, and foundation plans for consistency with California Building Code and Uniform Building Code design standards, and verify that all pertinent recommendations of the geotechnical engineer are incorporated into final building plans (see <b>Mitigation Measure GEO-2</b> ).	Project Sponsor to design structures to withstand seismic sources in accordance to the California Building Code and seek a Qualified Geotechnical Engineer to review final grading, drainage and foundations. DCD to review and verify.	Project Sponsor / DCD / Qualified Geotechnical Engineer	Pre-construction
<b>Impact GEO-2:</b> Soils on the project site are unstable and could experience soil failure or other geotechnical hazards.	<b>Mitigation Measure GEO-2:</b> A design-level geotechnical report shall provide recommendations to address soil stability on the project site. Performance measures shall include, but not be limited to, those described below. <ul style="list-style-type: none"> <li>To reduce the potential for adverse settlement or stability problems, compressible native soils, artificial fill, and any compressible alluvium shall be replaced with engineered fill and/or improvements designed to accommodate the anticipated settlement. To reduce the expansion potential of the fill, moisture</li> </ul>	Project Sponsor to provide a design-level geotechnical report to address soil stability at the project site for DCD review and approval.	Project Sponsor DCD / Qualified Geotechnical Engineer	Pre-construction / Construction

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<p>conditioning of clayey fill materials to above-optimum moisture content should be anticipated. Detailed fill placement recommendations will be provided based on laboratory testing and analysis performed in conjunction with the design-level geotechnical report.</p> <ul style="list-style-type: none"> <li>Depending on the location and characteristics of compressible native soils and artificial fill, some building pads may require drilled pier and grade beam foundations to achieve the desired level of structural support. This technique entails drilling pier holes below the depth of seasonal moisture changes and into more stable soils below. The pier holes are backfilled with concrete and reinforcing steel rebar, resulting in a structure with low movement risk.</li> <li>Most of the existing fill slope located along the rear of Lots 11 through 14 and Lots 18 through 20 will require corrective grading. For existing fills that remain in place, setbacks from the toe of the existing fill slope can be developed based on the findings of the design-level geotechnical exploration. In general, all proposed improvements should be set back from the toe of the slope a distance equal to, or greater than, the height of the existing fill slope.</li> <li>If after rough grading, testing of the pad soils determines that soils on the project site are corrosive, the project proponent will provide recommendation for foundations that protect building materials (such as concrete and steel) in contact with the ground surface.</li> <li>The design-level geotechnical report will characterize shrink/swell properties of on-site soils. Design-level mitigation will be required to reduce the risk associated with expansive soils, which may include the following. <ul style="list-style-type: none"> <li>Excavate expansive soils and replace with non-expansive fill</li> <li>Avoid siting structures across soil materials of substantially different expansive properties</li> </ul> </li> </ul>			



Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<ul style="list-style-type: none"> <li>• Extend building foundations below the zone of seasonal moisture change</li> <li>• Utilize pier and grade beam foundation system</li> <li>• Utilize post-tensioned slabs</li> <li>• Prevent accumulation of surface water adjacent to or under foundations</li> <li>• Depending on the results of the design-level geotechnical report, the potential danger posed by liquefiable soils would be mitigated by appropriate soil and structural stabilization measures, such as compaction grouting and/or designing structures to accommodate anticipated settlement.</li> <li>• Where development encroaches into the hilly, western areas of the project site, remedial grading will be required to reduce the potential for adverse impacts from slide movement and soil creep. Specific grading measures should be developed on a case-by-case basis where development encroaches into the mapped landslide areas. Measures may include: <ul style="list-style-type: none"> <li>• Benching through the surficial soils during fill placement</li> <li>• Drilled pier and grade beam foundation systems to accommodate lateral loads from soil creep</li> <li>• Properly engineered cut and fill slopes</li> <li>• Stabilization of landslide areas</li> <li>• Creation of sufficient buffers between the identified landslide areas and development area</li> </ul> </li> <li>• Maintenance benches should be provided at the toe of major cut slopes (cut slopes higher than 10 feet) or natural slopes that extend upslope of the area of planned development. The width of the bench should be approximately 15 feet wide or as determined necessary by a licensed geotechnical engineer, depending on the height and steepness of the adjacent slope, to ensure compliance with applicable provisions of the California Building Code.</li> </ul>			

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<ul style="list-style-type: none"> <li>A cut slope is planned on the upslope side of proposed Lot 29 that would be about 18 feet high and have a gradient of about 2:1. This proposed cut slope may encounter relatively shallow bedrock. Additional exploration must determine if a 2:1 slope is feasible in this location. If subsurface conditions are such that a 2:1 slope is not feasible, the slope should be flattened to a gradient no steeper than 2.5:1, or reconstructed as an engineered fill slope with an appropriate keyway and subdrainage.</li> </ul> <p>Also see <b>Mitigation Measure GEO-1</b></p>			
<b>Impact GEO-3:</b> The project site could experience hazards related to liquefaction or other seismic-related ground failure.	See <b>Mitigation Measures GEO-1 and GEO-2</b>	See <b>Mitigation Measures GEO-1 and GEO-2</b>	See <b>Mitigation Measures GEO-1 and GEO-2</b>	See <b>Mitigation Measures GEO-1 and GEO-2</b>
<b>Impact GEO-4:</b> Evidence of landslide areas in the hills west of the project site suggests that the area experienced landslides in the past.	See <b>Mitigation Measures GEO-1 and GEO-2</b>	See <b>Mitigation Measures GEO-1 and GEO-2</b>	See <b>Mitigation Measures GEO-1 and GEO-2</b>	See <b>Mitigation Measures GEO-1 and GEO-2</b>
<b>Impact GEO-5:</b> The project site may be located on expansive soils.	See <b>Mitigation Measures GEO-1 and GEO-2</b>	See <b>Mitigation Measures GEO-1 and GEO-2</b>	See <b>Mitigation Measures GEO-1 and GEO-2</b>	See <b>Mitigation Measures GEO-1 and GEO-2</b>
<b>4.8. Greenhouse Gas Emissions</b>				
<b>Impact GHG-1:</b> The project could conflict with the Contra Costa	<b>Mitigation Measure GHG-1:</b> The following improvements will be included as requirements for building permits for any applicable structure on the project site:	Project Sponsor to determine if solar power would be cost effective for	Project Sponsor / DCD	Design and construction plans

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
County Climate Action Plan.	<ul style="list-style-type: none"> <li>The proposed project shall install high-efficiency kitchen and laundry appliances (e.g., Energy Star-rated appliances or equivalent). Tankless water heaters or a similar hot water energy-saving device or system shall be installed.</li> <li>The project proponent will develop a solar exposure study to determine which residences would benefit from solar energy. The solar study will be submitted prior to obtaining a building permit. Residences that would cost-effectively benefit from solar energy shall be wired to be solar ready, as defined by the California Building Standards Code. Residences that would not cost-effectively benefit from solar energy shall have the attic insulated with R-49 insulation batts to prepare for the statewide transition to zero net energy.</li> <li>The proposed project shall provide prewiring for electric vehicle charging stations for each residence.</li> </ul>	<p>residences and provide high efficiency appliances, and electrical vehicle charging stations for each residence.</p> <p>Solar exposure study to be submitted for DCD review and approval.</p> <p>Construction plans shall identify the required elements of this mitigation measure.</p>		

#### 4.9 Hazards and Hazardous Materials

<b>Impact HAZ-1:</b> Soils within portions of the project site could contain residual agrichemicals.	<p><b>Mitigation Measure HAZ-1:</b> Prior to issuance of any demolition, grading, or building permit, a site evaluation will investigate for agrichemical contamination on portions of APN 198-170-008 proposed for residential development. Soil samples will be collected and tested for organochlorine pesticides, lead, and arsenic by a qualified professional to assess potential environmental impacts from past agricultural practices. Concentrations of agricultural contaminants will be compared to applicable EPA screening levels for residential development. The Project Applicant will be required to submit a comprehensive report to the County, signed by a qualified environmental professional, documenting the presence or lack of agrichemicals on APN 198-170-008. If this assessment finds presence of such chemicals, the Project Applicant will create and implement a remediation plan that ensures workers and future residents are not</p>	<p>Project Sponsor and Qualified Environmental Professional to conduct site evaluation for agrichemical contamination and submit a report to DCD. Project Sponsor shall create a remediation plan, if necessary.</p>	<p>Project Sponsor/DCD / Qualified Environmental Professional</p>	<p>Pre-construction</p>
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Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	exposed to concentrations in excess of applicable EPA screening levels and risks associated with these agrichemicals. Potential safety measures could include soil removal and treatment or protective work attire requirements for construction workers.			
<b>Impact HAZ-2:</b> Demolition of existing structures on the site could result in the release of lead, asbestos, and other contaminants.	<b>Mitigation Measure HAZ-2:</b> Prior to issuance of any demolition, grading, or building permit, the project applicant shall submit a comprehensive report to the County, signed by a qualified environmental professional, documenting the presence or lack of asbestos, lead-based paint, and any other building materials or stored materials classified as hazardous waste by State or Federal law. If this assessment finds presence of such materials, the Project Applicant shall create and implement a health and safety plan to ensure workers are not exposed to contaminants in excess of OSHA and other applicable State and Federal standards and associated risks associated with hazardous materials during demolition, renovation of affected structures, transport, and disposal.	Project Sponsor to prepare a report evaluating hazardous materials in building materials at the project site. Report to be provided to DCD.	Project Sponsor/ DCD / Environmental Professional	Pre-construction

#### 4.10 Hydrology and Water Quality

<b>Impact HYD-1:</b> Project construction activities could substantially alter the existing drainage pattern of the project site in a manner which would result in substantial offsite erosion or siltation.	See <b>Mitigation Measure BIO-7</b>	See <b>Mitigation Measure BIO-7</b>	See <b>Mitigation Measure BIO-7</b>	See <b>Mitigation Measure BIO-7</b>
<b>Impact HYD-2:</b> Construction activities could substantially degrade water quality.	See <b>Mitigation Measures BIO-6b and BIO-7</b>	See <b>Mitigation Measures BIO-6b and BIO-7</b>	See <b>Mitigation Measures BIO-6b and BIO-7</b>	See <b>Mitigation Measures BIO-6b and BIO-7</b>

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
<b>4.13 Noise</b>				
<b>Impact NOI-1:</b> The project would substantially increase ambient noise levels in the project vicinity above existing levels.	<b>Mitigation Measure NOI-1:</b> Prior to the issuance of building permits, any outdoor mechanical equipment, air conditioning units, or pumps shall be selected and designed to reduce impacts on surrounding uses. A qualified acoustical consultant shall be retained by the Project Applicant to review mechanical noise as the equipment systems are selected in order to determine specific noise reduction measures necessary to reduce noise to 55 dBA Ldn at the shared property line. Noise reduction measures could include, but are not limited to, locating equipment in shielded and/or less noise-sensitive areas, selection of equipment that emits low noise levels, and/or installation of noise barriers such as enclosures to block the line of sight between the noise source and the nearest receptors. Other feasible controls could include, but shall not be limited to, fan silencers, enclosures, and mechanical equipment screen walls.	Project Sponsor to consult with Qualified Acoustic Consultant in the selection, placement, and shielding of outdoor mechanical equipment.	Project Sponsor / Qualified Acoustic Consultant	Pre-construction / During construction
<b>Impact NOI-2:</b> Existing noise-sensitive land uses would be exposed to construction noise levels for over one year.	<b>Mitigation Measure NOI-2:</b> Abatement of excessive noise from off-road construction equipment would be accomplished by means of temporary acoustical screens of suitable height and extent. Such screens would completely interrupt the line-of-sight between the equipment and receptors of the noise and would have no gaps or openings. Efficacy would be maximized by placing screens as close to noise sources as possible. Sound screens will be approximately 12 feet in height and will provide approximately 8 decibels reduction in noise levels at the first and second stories of nearby homes. When construction noise impacts reach a level below 70 L <sub>dn</sub> /CNEL at the nearest homes, the temporary screens can be removed.  Construction is likely to be concentrated in one or a few contiguous areas at a time during each phase. Therefore, sound screens need not extend along the entire site perimeter at once, but could be shorter and moved following the work so as to provide shielding to one or more sensitive receptors near the work area. However, in order to	Contractor to implement temporary acoustical screens to minimize noise from construction.	Contractor	Sound screens to be installed during construction period activities until construction noise impacts are below 70 dBA L <sub>dn</sub> /CNEL at the nearest homes.

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	maintain the full acoustic benefit, these screens will extend at least 1.5 times their height past each side of the area where construction equipment is to operate. This will minimize sound escaping around the ends of the screens.			
	<p><b>Mitigation Measure NOI-3:</b> The applicant shall develop a construction mitigation plan with input from County staff to minimize construction noise disturbance. Considering the potential for substantial increases in noise at adjacent residences as a result of project construction, the following conditions shall be incorporated into contract agreements to reduce construction noise impacts:</p> <ul style="list-style-type: none"> <li>• Restrict noise-generating activities including construction traffic at the construction site or in areas adjacent to the construction site to the hours of 8:00 a.m. to 5:30 p.m., Monday through Friday, with no construction allowed on Federal and State weekends and holidays.</li> <li>• Potential contractors shall be requested to submit information on their noise management procedures and demonstrate a successful track record of construction noise management on prior projects.</li> <li>• The selected contractor will equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.</li> <li>• The selected contractor will prohibit unnecessary idling of internal combustion engines.</li> <li>• The selected contractor will locate stationary noise generating equipment, such as air compressors or portable power generators, as far as practical from sensitive receptors.</li> <li>• The selected contractor will utilize “quiet” air compressors and other stationary noise sources where technology exists.</li> <li>• The selected contractor shall limit the allowable hours for the delivery of materials or equipment to the site and truck traffic coming to and from the site for any purpose to Monday through Friday between 8:00 a.m. and 5:30 p.m.</li> </ul>	Project Sponsor to develop a construction mitigation plan for construction period noise impacts. DCD to approve mitigation plan.	Project Sponsor / DCD	Pre-construction / Prior to noise-generating construction activities

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<ul style="list-style-type: none"> <li>The selected contractor will establish construction staging areas and material stockpiles at locations that will create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction as is feasible.</li> <li>During tree demolition, the woodchipper shall be located on Lot 30 to reduce the effect of noise levels to sensitive receptors. If the chipper is to be moved into other areas of the site, a qualified registered professional Noise Consultant shall determine the allowable distance from sensitive receptors so as to ensure consistency with the County's noise thresholds. A noise contour map will be provided defining the boundaries of the chipper access on the project.</li> <li>The selected contractor will route all construction traffic to and from the project site via designated truck routes where possible and prohibit construction related heavy truck traffic in residential areas where feasible.</li> <li>The selected contractor will control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site.</li> <li>After grading is complete and during construction of site improvements, the contractor will limit use of the property a distance of 75 feet from adjacent neighbor's properties. Stockpiles and equipment storage shall be predominately on interior lots.</li> <li>The selected contractor will notify neighbors located adjacent to the construction site of the construction schedule in writing.</li> <li>The selected contractor will designate a project liaison that will be responsible for responding to noise complaints during the construction phase. The name and phone number of the liaison will be conspicuously posted at construction areas and on all advanced notifications. This person will take steps to resolve complaints, including periodic noise monitoring, if necessary. Results of noise monitoring will be presented at regular project meetings with the project contractor, and the liaison will coordinate with the contractor to modify any construction</li> </ul>			

Environmental Impacts	Mitigation Measure	Implementing Action	Responsible Party	Implementation Timing
	<p>activities that generated excessive noise levels to the extent feasible.</p> <ul style="list-style-type: none"> <li>The selected contractor will hold a preconstruction meeting with the job inspectors and the general contractor/on-site project manager to confirm that noise mitigation and practices (including construction hours, construction schedule, and noise coordinator) are completed.</li> <li>Neighboring property owners within 300 feet of construction activity shall be notified in writing of the construction schedule and at least 30 days prior to loud noise-generating activities. Notification will include the nature and estimated duration of the activity.</li> <li>A qualified acoustical professional shall be retained as needed to address neighbor complaints as they occur. If complaints occur, noise measurements could be conducted to determine if construction noise levels at adjacent property lines are within acceptable performance standards. Short-term construction noise monitoring could also be utilized to diagnose complaints and determine if additional reductionary measures are required for certain phases of construction. Additional measures might include temporary local barriers around specific construction equipment or property line barriers. The location, height, and extent of the barriers would be provided by the acoustical professional.</li> </ul>			



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**Contra  
Costa  
County**

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: September 24, 2019

Subject: Resolution Supporting a Countywide One-half of One Percent Sales Tax for Transportation Improvements, and Approving a Transportation Expenditure Plan

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/574 supporting a Countywide one-half of one percent sales tax to fund transportation improvements in Contra Costa County, approving a transportation expenditure plan, and conditionally amending the Measure J growth management program.

**FISCAL IMPACT:**

No immediate impact. The recommendation addresses an outside agency's actions, and the subject sales tax must ultimately be approved through a countywide vote. If approved, approximately an additional \$3.6 billion (current dollars) would be available for transportation projects and programs throughout the county. In the event the proposed Sales Tax/Transportation Expenditure Plan measure qualifies for the ballot, CCTA has committed to pay the cost to place the measure on the ballot (estimated to be \$1.5 million).

**BACKGROUND:**

**Transportation Expenditure Plan (TEP) Background**

The Contra Costa Transportation Authority (Authority) is responsible for maintaining and improving Contra Costa County's transportation system by planning, funding, and delivering critical transportation infrastructure projects and programs that connect communities, foster a strong economy, increase

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 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)

sustainability, and safely and efficiently get people where they need to go. All nineteen cities in Contra Costa and the County itself are members of the Authority. Supervisors Federal Glover and Karen Mitchoff are the County's current representatives on the Authority's Board of Directors.

The Authority is proposing the imposition of a countywide one-half of one percent sales tax for transportation purposes for a period of 35 years starting July 1, 2020 through June 30, 2055. Over the past year, the Authority conducted consultations with local governments and outreach to a wide variety of interest groups and the public in order to develop a mix of projects and programs to be funded by the proposed sales tax. On August 28, 2019, the Authority released a proposed Transportation Expenditure Plan (TEP) to guide the use of the proposed sales tax revenues. The proposed TEP also includes a revised Growth Management Program (GMP), a new Complete Streets Policy, a new Road Traffic Safety Policy, a new Transit Policy, and a new Advance Mitigation Program to help the Authority achieve its goals to reduce future congestion, manage the impacts of growth, and expand alternatives to the single-occupant vehicle.

The Authority also adopted Ordinance 19-01 on August 28, 2019 to conditionally amend the GMP, which includes Attachment A: Principles of Agreement for Establishing the ULL in the Measure J TEP (Measure J TEP) to match that found in the 2020 TEP. This amendment would only apply if the one-half of one percent local transportation sales tax is placed on the ballot and successfully approved by the electors on the March 3, 2020 ballot.

Currently, transportation needs significantly exceed projected revenues. Over the next 35 years, Contra Costa County population will continue to grow, resulting in new demands on the transportation infrastructure and additional mobility needs. The new sales tax measure is needed to keep Contra Costa County moving and to create livable and sustainable communities.

The proposed sales tax measure is expected to generate \$3.6 billion (current dollars). The TEP consists of a set of transportation investments (funding categories), taxpayer safeguards and accountability measures, and pertinent policies. The transportation investments are split roughly equally between funding categories targeted at congestion relief on major commute corridors throughout Contra Costa County and funding categories intended to improve transportation in all our communities. Overall, approximately 54.6% of transportation investments are to be used for transit and alternative modes; 26.7% for local streets and roads; and 18.7% for Highways and Freeways.

The TEP includes stable and reliable funding (17.4% of overall funding) to each city and town and Contra Costa County for maintenance and improvement of local roads. This is equivalent to 18% of the sales tax revenues for the Central, East, and Southwest subregions and 15.2% of sales tax revenues for the West subregion of Contra Costa County. Other community-based funding included bus and public transit, pedestrian and bicycle improvements on trails and streets, safe transportation for students, seniors and people with disabilities, and technology solutions to reduce emission and improve air quality.

The TEP also sets forward clear policies that ensure that while communities grow, the growth is kept within clear ULL. This will allow Contra Costa County to continue growing in a smart way, while protecting vital open space for parks and farmland. Furthermore, increased investments in bicycle and pedestrian facilities bring access to the outdoors to every community.

The plan, if enacted, will provide the following benefits:

- Smooth-flowing traffic along highways and roads;
- Quicker trips and less time sitting in traffic;
- Smoother pavement and fewer potholes;
- Transit, where and when it's needed;
- Easier ways to get from home or work to transit stops and back home again;
- Cleaner air due to reduced vehicle emissions;
- More bicycle lanes and walking paths to support an active lifestyle; and
- Free or reduced transit fares for students.

## **Additional Background**

Contra Costa County passed its first transportation sales tax measure in 1988 known as Measure C. Measure C created the Authority and provided critical transportation funding for projects throughout Contra Costa County. Recognizing the pending expiration of Measure C, voters overwhelmingly approved Measure J extending funding to 2034. Measures C and J provided stable funding to cities/towns and Contra Costa County to maintain local streets and roads and established the GMP and ULL Compliance Requirements to preserve and enhance our quality of life and promote a strong economy. Funding was allocated to public transportation and bus operators, to service providers that assisted students to go to school and seniors and people with disabilities to go where they needed to go. Marque projects included the Bay Area Rapid Transit (BART) extensions to Pittsburg/Bay Point and Antioch, the Caldecott Tunnel Fourth Bore, Highway 4 widening, train stations and intermodal transit centers, and improvements to bicycle and pedestrian trails. Equally important, local funding from Measures C and J were able to attract \$4.1 billion in outside funding from state, federal and regional sources. These leveraged funds combined with sound financial management have enabled the Authority to complete the major projects in Measure J significantly ahead of schedule.

Despite this success, the demand for transportation services and new funding continue to grow. New transportation technology is offering unprecedented opportunities to streamline travel, smooth traffic flow and reduce emissions. People are increasingly valuing alternative ways to get around, such as transit, walking and biking. As Contra Costa County's population grows, more people are using our highways, roads and transit. Contra Costa County's population is also aging. Currently, about 14% of the population is age 65 or older. By 2035, this population is expected to double to about 30%. As the agency responsible to maintain and improve Contra Costa County's transportation system, the Authority envisions a future where all of our transportation systems work together for more streamlined, safe, efficient, and convenient travel.

A set of Guiding Principles were used to develop the TEP. The Guiding Principles are collectively a statement of values to ensure a new TEP provides transportation solutions that meet the transportation needs of Contra Costa County's residents, businesses and travelers. The Guiding Principles consist of (see Attachment A):

- Relieve Traffic Congestion;
- Transit First;
- Performance Orientation;
- Economic Opportunity to partially fund transportation infrastructure that is likely to result in significant job growth;
- Public Participation that collects input from Stakeholders;
- Accountability and Transparency;
- A Balanced and Equitable Approach to benefit all residents and regions;
- Maximize Available Funding;

- Commitment to Technology and Innovation to improve transportation;
- Protecting the Environment and
- Commitment to Growth Management.

## **Contra Costa County Priorities**

In early 2019, the Authority announced their intent to pursue a 2020 transportation sales tax using the 2016 Measure X as a starting place. At the Board of Supervisor's May 21, 2019 meeting, the direction to staff was to rely on the County's 2016 Measure X priorities when engaging the Authority with this new effort. The aspects of the 2016 priorities that resulted in the most dialog are described below in summary and are reflected in the attached TEP in detail, page references below:

- Preservation and "clean up" of the existing Urban Limit Line policy. Given the success of the program, there was not a strong desire to make substantial changes. Due to the differences in how and when the urban limit line was adopted by the County and the nineteen cities, there ended up being discrepancies in how the policy is administered. As was the case with the 2016 Measure X effort, changes in the TEP are meant to result in consistent administrative rules across all jurisdictions. Pages 31 and 33 of the attached TEP.
- Jobs and economic development were identified as some of the overarching priorities for the entire TEP and the "Reduce and Reverse Commutes" Program, which was the "Community Development Transportation Program" in Measure X, was successfully included and funded (\$54 Million) in this current effort. Details are in the attached TEP, in summary the program will support economic development and job creation in areas that would reduce commute times or make use of the underutilized reverse commute capacity in the transportation system. Pages 4 and 26 of the attached TEP.
- Numerous refinements were made to the Accessible Transportation policy language. The County has advocated for changes to this system for some time, that advocacy led to the initiation of the Accessible Transportation Strategic (ATS) Plan which is currently underway. The TEP refers to the ATS plan in terms of how any new revenues would be spent. The policy statements in the TEP have set expectations for the ATS plan, specifically that there would be a seamless coordinated countywide system and that the system would be "user-friendly" and "customer-focused".

## **Transportation Investments**

A one-half percent transportation sales tax for a 35-year period from July 1, 2020 to June 30, 2055 is expected to generate approximately \$3.6 billion. To ensure an equitable distribution of benefits, the TEP allocates a proportionate share of the expected revenue to each of Contra Costa County's four subregions based on the projected population of each subregion. The Authority used input from the Regional Transportation Planning Committee (RTPC) for each subregion, as well as input from other stakeholders, public opinion surveys and public comments to further allocate funding to priority projects and programs in each subregion.

The proposed TEP is organized to focus on congestion relief along three signature corridors and on countywide programs intended to improve transportation in local communities. A brief overview of the major focus of the TEP follows:

### **A. Relieving Congestion on Highways, Interchanges and Major Roads (\$1.484 billion)**

- Improve State Route 242 (SR242), Highway 4, Transit and the Bay Area Rapid Transit Corridor in East County – (eBART) (\$705 million);
- Modernize Interstate 680 (I-680), Highway 24, Transit and BART Corridor (\$536 million); and
- Upgrade I-80 and I-580 (Richmond-San Rafael Bridge), Transit and BART Corridor (\$243 million)

Easing traffic congestion is one of Contra Costa County residents' highest priorities. Accordingly, the proposed TEP invests nearly half of the new transportation sales tax revenue toward new, modern tools and strategies to improve traffic flow and reduce traffic congestion on Contra Costa County's major corridors and roads. These strategies include highway and road improvements thoughtfully integrated with transit improvements and alternative modes.

Each of Contra Costa County's corridors contains a major interstate or highway, a major transit line, local roads and streets, paths, bus lines, and transit stations. Everyone is impacted by the performance of each component of the corridor as each impacts the corridor as a whole. For example, improving transit and transit connections will lessen traffic congestion on Contra Costa County highways. As transit service is improved and more people take transit, fewer cars on the road translates to less traffic.

## **B. Improving Transportation Countywide in all of our Communities (\$1.98 billion)**

The proposed TEP includes many projects throughout Contra Costa County to improve our local communities and protect Contra Costa County's environment and quality of life. This funding spreads into every community, through local projects and programs that improve Contra Costa County's vast transportation network. Funding will be allocated towards improving local roads and streets to make them safer for all travelers. Smaller projects, such as removing bottlenecks, improving traffic signal operations, installing traffic calming measures, and making streetscape improvements, which can make big improvements in a community's quality of life.

Funding will be allocated toward substantial investments in a robust transit system that provides affordable, efficient, convenient, and accessible transit to travelers throughout Contra Costa County. These projects will result in cleaner, safer, and more reliable trips on BART, buses, and ferries. The transit systems will extend into parts of Contra Costa County that are currently lacking frequent transit service. When more people take transit, traffic congestion on Contra Costa County roads and highways will decrease, traffic will flow more smoothly, and air emissions will decrease, thereby improving air quality in Contra Costa County. The Initial Draft TEP continues to allocate funding towards a wide array of programs for students, seniors, veterans, and people with disabilities, aimed at offering safe transportation options and improving mobility.

The following countywide programs are included in the "Improving Transportation Countywide in all of our Communities":

- Modernize Local Roads and Improve Access to Jobs and Housing (17.4%) – The TEP provides funding directly to every city, town and Contra Costa County so that they may make improvements to their own local roads and streets. This is equivalent to 18% of the sales tax revenues for the Central, East, and Southwest subregions and 15.2% of sales tax revenues for the West subregion of Contra Costa County.
- Provide Convenient and Reliable Transit Service in Central, East and Southwest Contra Costa County (10.9% of total funding) – Funding will be provided to public transit operators in the central, east, and southwest subregions to provide cleaner, safer, and more reliable trips on buses or shuttles. This funding will enable transit operators to improve the frequency of service on existing routes, especially high-demand routes, increase ridership, and incentivize transit use by offsetting fares.
- Increase Bus Services and Reliability in West Contra Costa County (6.9%) – Similar to above, but with a larger share of the West County allocation to focus on expanding transit services to unserved or underserved areas, along with more frequent and reliable bus service to all.
- Improve Walking and Biking on Streets and Trails (6.0%) – The TEP contains unprecedented levels of funding to improve safety for bicyclists and pedestrians in every part of Contra Costa County.
- Accessible Transportation for Seniors, Veterans, and People with Disabilities (5.0%) – Funding in this category will be used for affordable and safe countywide transportation for seniors, disabled veterans, and other people with disabilities who cannot drive or take other transit options.
- Cleaner and Safer BART (3.3%) – Funding for a suite of modernization projects at select stations to increase safety, security, and cleanliness, and to improve the customer experience.

- Safe Transportation for Youth and Students (2.9%) – The TEP allocates funding towards a wide array of transportation projects and programs for students and youth, aimed at offering safe transportation options, such as walking, and cycling, and improving mobility.
- Reduce and Reverse Commutes (1.5%) – Funding to provide transportation infrastructure to incentivize employers to create jobs in housing-rich areas, and promote transit, shared trips, telecommuting and shifting work schedules, all with the intent of reducing commuter traffic at peak commute times and better utilizing available reverse commute capacity in the existing transportation infrastructure.
- Reduce Emissions and Improve Air Quality (1.0%) – Funding for technology solutions to help solve the challenges of the lack of connectivity between transportation options, resulting in reduced emissions, and improved air quality.

### **C. Taxpayer Safeguards and Accountability**

The Authority has approved various administrative, financial and accountability policies beginning with the passage of Measure C in 1988 and the approval of Measure J in 2004. Certain policies relate to administrative and accounting practices, committee structures, local hiring preference, allocation of funds, and maintenance-of-effort are common in local transportation sales tax measures.

The major change proposed in the proposed TEP relates to the Authority's commitment that the TEP be a performance-based, outcome-oriented plan. Several sections were added to the Taxpayer Safeguards for performance standards to be considered before certain projects can be funded from sales tax revenue. The Authority envisions a process that consists of project nomination, project performance review, and full funding commitment for the highest performing projects. The intent is to prioritize the highest performing projects and work with project sponsors to fully fund them from one or more TEP funding categories combined with other state, federal or regional funding sources available to the Authority.

The proposed TEP also establishes a Public Oversight Committee (POC) (replacing the current Citizens Advisory Committee (CAC) with prescribed additional responsibilities, including oversight of fiscal and performance audits.

### **D. Other Pertinent Policies**

The proposed TEP includes a mix of policies included in the existing Measure J, as well as four proposed new policies.

- GMP/ULL Compliance Requirements;
- Complete Streets Policy;
- Advance Mitigation Program;
- Transit Policy; and
- Road Traffic Safety aka "Vision Zero" Policy.

The GMP/ULL Compliance Requirements continue existing policies with minor changes primarily intended to ensure consistency across jurisdictions. Some new provisions were also added, including a requirement that any jurisdiction with a developable hillside, ridgeline, wildlife corridor or creek is required to approve a corresponding development and protection policy. The process to approve minor amendments to the ULL has also been revised.

The other listed policies are new to the proposed TEP. The Complete Streets Policy, Transit Policy and Road Traffic Safety Policy are intended to provide an overall framework for a transportation system that is safe, sustainable, equitable, and provides for the needs of all users.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors does not take the recommended actions, the Contra Costa Transportation Authority's process to bring the TEP to the voters as a measure on the March 3, 2020 ballot would effectively end. The Authority cannot adopt a TEP until it has received approval of the County Board of Supervisors. (Public Utilities Code, § 180206(b))

ATTACHMENTS

Resolution 2019/574

DRAFT Final Transportation Expenditure Plan

Ordinance 19-01 Conditionally Amending GMP

CCTA Presentation



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

Adopted this Resolution on 09/24/2019 by the following vote:

**AYE:** ☐

**NO:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐



**Resolution No. 2019/574**

Resolution Supporting a Countywide Imposition of One-Half of One Percent Sales Tax to Fund Transportation Improvements in Contra Costa County, Adopting the Proposed Transportation Expenditure Plan (TEP), and related actions.

WHEREAS, the Contra Costa Transportation Authority (hereinafter "Authority") proposes the countywide imposition of a one-half of one percent sales tax for transportation purposes for a period of 35 years effective July 1, 2020 through June 30, 2055; and

WHEREAS, the Authority has administered a one-half of one percent sales tax for transportation purposes since its inception on April 1, 1989; and

WHEREAS, the Authority conducted extensive consultations with local governments and conducted outreach to a wide variety of interest groups and the public in order to develop a TEP proposing a potential mix of projects and programs to be funded by the proposed sales tax; and

WHEREAS, on August 28, 2019, the Authority authorized the release of a proposed TEP reflecting the results of that consultation and outreach, and seeking concurrence on the proposed TEP from Contra Costa County and the cities/towns within Contra Costa County; and

WHEREAS, on August 28, 2019, the Authority adopted Ordinance 19-01 to conditionally amend the GMP, which includes Attachment A: Principles of Agreement for Establishing the ULL in the Measure J Transportation Expenditure Plan ("Measure J TEP") to match that found in the 2020 TEP. This amendment would only apply if the one-half of one percent local transportation sales tax is placed on the ballot and successfully approved by the electors on the March 2020 ballot; and

WHEREAS, the proposed TEP includes measures that help reduce future congestion, manage the impacts of growth, and expand alternatives to the single-occupant vehicle; and

WHEREAS, if the proposed TEP is ultimately adopted by the Authority and approved by the voters, the TEP would guide the use of the proposed sales tax revenues; and

WHEREAS, pursuant to Public Utilities Code § 180206(b), a TEP may not be adopted by the Authority until and unless the proposed TEP has received the approval of the County Board of Supervisors and city/town councils representing both a majority of the cities/towns in Contra Costa County and a majority of the population residing in the incorporated areas of Contra Costa County.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors finds that the proposed TEP is not subject to the California Environmental Quality Act ("CEQA") because the proposed TEP is not a project within the meaning of CEQA, and the Board's adoption of this resolution does not commit the Board to a definite course of action with regard to any specific transportation improvements set forth in the proposed TEP (See 14 California Code of Regulations (CCR), § 15378, 15352). Specifically, the Board's adoption of this resolution does not constitute the approval of a CEQA project for reasons that include, but are not limited to: (1) the proposed TEP does not authorize the construction of any projects that may result in any direct or indirect physical change in the environment; (2) the proposed TEP is a mechanism for funding potential future transportation projects, the timing, approval, and construction of which may be modified or not implemented depending on a number of factors, including future site-specific CEQA environmental review; and (3) the proposed TEP is subject to further discretionary approvals insofar as it may not be adopted until and unless the pre-conditions set forth in the Public Utilities Code are satisfied. (See 14 CCR, § 15378, 15352; Public Utilities Code § 180206(b)).

BE IT FURTHER RESOLVED, that the Contra Costa County Board of Supervisors approves, for the limited purpose identified in Public Utilities Code § 180206(b), the proposed TEP released by the Authority on August 28, 2019.

BE IT FURTHER RESOLVED, that the Contra Costa County Board of Supervisors urges the Authority, consistent with the provisions of Public Utilities Code § 180206, to adopt the proposed TEP.

BE IT FURTHER RESOLVED, that the Contra Costa County Board of Supervisors approves of the conditional amendment to the Growth Management Program, which includes Attachment A: Principles of Agreement for Establishing the ULL in the Measure J TEP to Match that Found in the proposed TEP, acknowledging that this amendment would only apply if the one-half of one percent local transportation sales tax is placed on the ballot and successfully approved by the electors on the March 3, 2020 ballot.

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: September 24, 2019**

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

**Contact: John Cunningham (925) 674-7833**

By: , Deputy

**cc:**

# A TRANSFORMATIVE PLAN FOR CONTRA COSTA'S FUTURE

2020 Transportation Expenditure Plan



# » TABLE OF CONTENTS

## 03.....A New Transportation Future for Contra Costa County

Transportation Expenditure Plan Funding Summary

## 07.....Decades of Transportation Improvements and Managed Growth

Who We Are and What We Do

Fulfilling Our Promise to Contra Costa County Voters

Transportation for the Next Three-and-a-Half Decades

Local Funding for Local Projects

## 11.....A Roadmap for the Future

What This Transportation Expenditure Plan Will Accomplish

Commitment to Performance

Achieving Intended Outcomes

Taxpayer Safeguards

Pertinent Policies

## 15.....Proposed Transit and Transportation Investments

Planning for the Future

Relieving Congestion on Highways, Interchanges, and Major Roads

Improve SR-242, Highway 4, Transit, and eBART Corridor

Modernize I-680, Highway 24, Transit, and BART Corridor

Enhance I-80, I-580, Transit, and BART Corridor

Improving Transit and Transportation Countywide in All Our Communities

## 29.....Policy Statements

The Growth Management Program (GMP)

Urban Limit Line (ULL) Compliance Requirements

Transit Policy

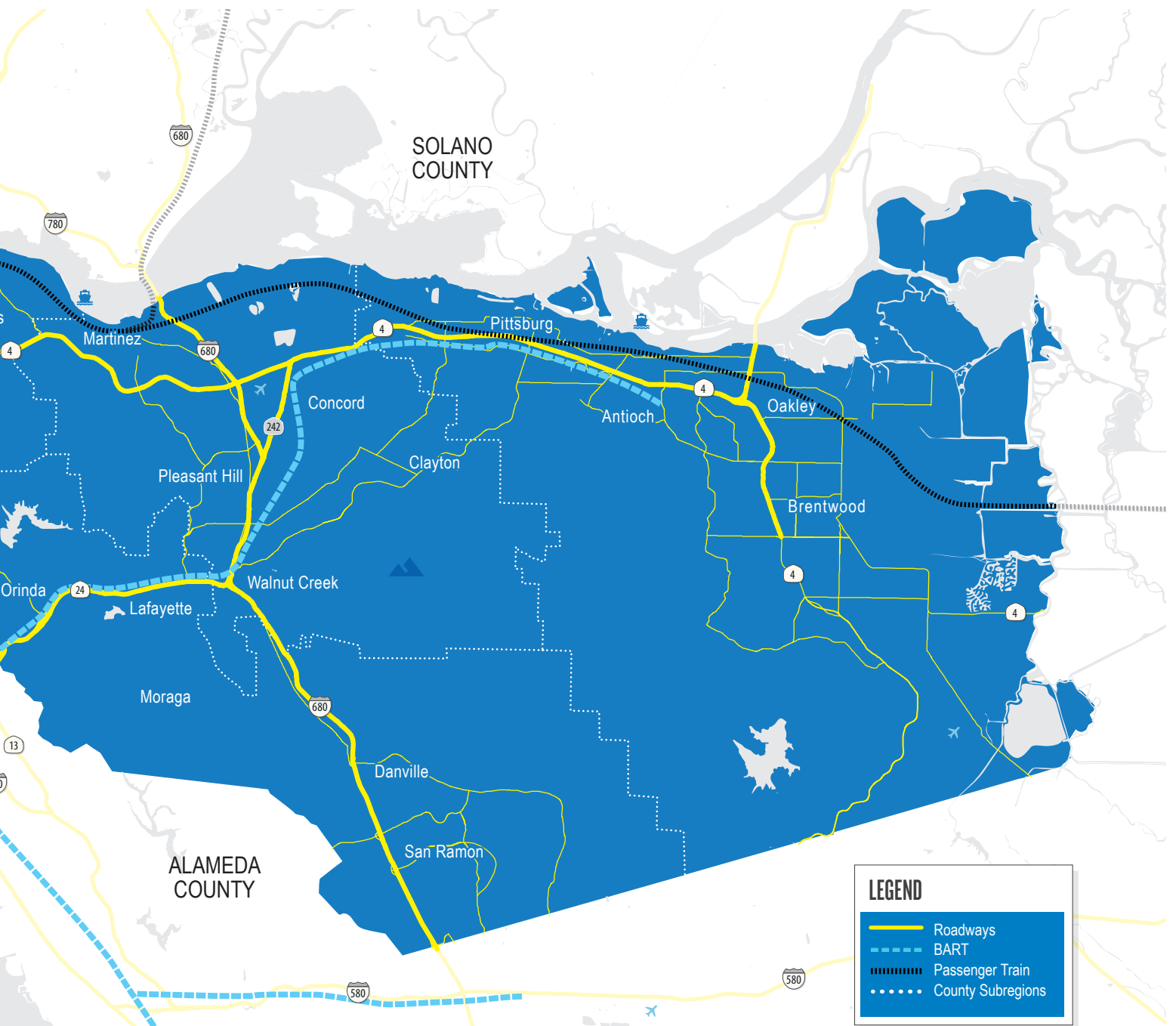
Complete Streets Policy

Advance Mitigation Program

Taxpayer Safeguards and Accountability Policy

Road Traffic Safety Policy





» Contra Costa is a county as unique and diverse as its residents. Our communities stretch from the Richmond coastline to Discovery Bay, from Port Chicago to the San Ramon Valley, and from Mount Diablo to Crockett Hills.

» **ALL FUNDING AMOUNTS** presented in this Transportation Expenditure Plan are rounded.

## GUIDING PRINCIPLES USED TO DEVELOP THE TEP

CCTA is committed to funding an outcomes-based program that includes thoughtful projects that will relieve congestion countywide, reduce greenhouse gasses, enhance transit operations, and improve accessibility to jobs and housing. The 2020 Transportation Expenditure Plan is a carefully curated set of solutions designed to bring Contra Costa's transportation system into the future by moving more people efficiently, encouraging mode shift, and promoting shared mobility options for all. The following set of principles will guide and inspire the planning, funding, and delivering of the 2020 TEP.



### RELIEVE TRAFFIC CONGESTION

Funding will focus on making traveling through Contra Costa faster, more reliable, and more predictable by, for example, reducing travel times and moving more people with fewer cars.



### ACCOUNTABILITY AND TRANSPARENCY

CCTA will ensure funding flows to opportunities that maximize and directly benefit your commute. CCTA strives for excellence in protecting the public's investments. We will routinely engage with partner organizations, advisory committees, and the County's residents and businesses to ensure full transparency. Our plans and results shall be easily available to the public, and we shall remain accessible to the public for questions and comments.



### BALANCED AND EQUITABLE APPROACH

CCTA will balance the needs and benefits for all people and all areas of Contra Costa County to provide an equitable and sustainable transportation system that promotes transit options for all, social equity, and community stabilization.



### ECONOMIC OPPORTUNITY

CCTA supports creating an economic environment that promotes job growth close to residents' homes or high-frequency public transit, thereby stabilizing communities, improving access for low-income populations and Communities of Concern, shortening commute times, reducing vehicle-miles traveled (VMTs), and improving air quality. CCTA will promote local contracting and good jobs in Contra Costa through funding of local infrastructure projects.



### MAXIMIZE AVAILABLE FUNDING

CCTA will proactively seek regional, state, and federal funding, as well as private investments to supplement the County's local transportation sales tax revenue, thereby maximizing the total amount of funding for transportation projects in Contra Costa County.



### PUBLIC PARTICIPATION

CCTA will meaningfully engage with county residents and respond to public priorities through a comprehensive public outreach program.



### TRANSIT FIRST

CCTA commits to increasing transit use by funding solutions that reduce transit travel times, increase transit frequencies, and give transit vehicles priority in high-traffic periods. CCTA will enhance transit connectivity between modes to help promote car-free travel and the importance of providing adequate transit service to areas slated for significant employment and housing growth.



### PERFORMANCE ORIENTATION

CCTA is committed to a performance-oriented approach with rigorous evaluation of transportation solutions that meet the goals of the TEP and state greenhouse gas (GHG) mandates. CCTA will use transportation sales tax funds to achieve defined outcomes and benefits most sought by residents and businesses. Funding will flow to the best opportunities consistent with other guiding principles and policies.



### PROTECT THE ENVIRONMENT

CCTA commits to improving the air quality in our communities by funding projects and programs that relieve congestion, reduce vehicle-miles traveled (VMT) per capita, and reduce GHG.



### COMMITMENT TO GROWTH MANAGEMENT

CCTA administers countywide policies that support thoughtful growth management to sustain Contra Costa's economy, preserve its environment, and support its communities. The advanced mitigation programs for environmental impacts and vehicle-miles traveled (VMTs) are some of the tools used to support the county's growth management policies.



### COMMITMENT TO TECHNOLOGY AND INNOVATION

CCTA is committed to keeping Contra Costa County on the cutting edge of transportation technology by continuing to incorporate advanced technologies and emerging innovations pursuant to the goals of the TEP.

# A NEW TRANSPORTATION FUTURE FOR CONTRA COSTA COUNTY

## TRANSPORTATION EXPENDITURE PLAN FUNDING SUMMARY

The Contra Costa Transportation Authority (CCTA) envisions a future where all transportation systems work together for more streamlined, safe, efficient, and convenient travel. We've created a focused plan that ensures funds directly benefit your commute. CCTA is committed to outcomes-based delivery, where all projects meet performance targets for reduced traffic, shortened commute times, reduced greenhouse gas emissions (GHG), and other mandates and goals.

This 2020 Transportation Expenditure Plan (TEP) focuses on innovative strategies and new technologies that will relieve congestion, promote a strong economy, protect the environment, promote social equity, and enhance the quality of life for all of Contra Costa County's diverse communities. This plan outlines projects that will achieve a broad range of goals:

- **Relieve Traffic Congestion on Highways and Interchanges.** CCTA's goal is to smooth traffic flow and reduce congestion for people and goods through major corridors, to address bottlenecks and hot spots, and to make commutes smoother and more predictable.
- **Make Bus, Ferry, Passenger Train, and BART Rides Safer, Cleaner, and More Reliable.** Contra Costa County's residents and travelers value safe, clean, convenient, and affordable transit options. CCTA's goal is to support transit operators in providing more frequent and reliable transit services and to plan and build the infrastructure that improves connectivity countywide.
- **Provide Accessible and Safe Transportation for Children, Seniors, Veterans, and People with Disabilities.** CCTA will prioritize social equity and provide better mobility options for all, especially for those with the greatest transportation barriers such as youth, seniors, people of lower incomes, and people with disabilities.
- **Improve Transportation in Our Communities.** CCTA supports livable communities by providing local cities and towns with funding to fix and modernize local streets, offer safer places to walk and cycle, and improve air quality. We're committed to funding infrastructure that provides access to affordable housing and jobs. CCTA also helps manage urban sprawl through its advanced mitigation programs and the county's growth management program.

The TEP is intentionally designed to be equitable across the entire county, based on population. CCTA commits to delivering proportionally greater benefits to Communities of Concern (as defined by the Metropolitan Transportation Commission) and low-income residents. CCTA understands that access to quality transportation, jobs, housing, education, health care, and public safety contribute to residents' well-being.

**All locally generated transportation revenue—plus any additional grant funding CCTA receives—will be spent on local projects in Contra Costa County.**



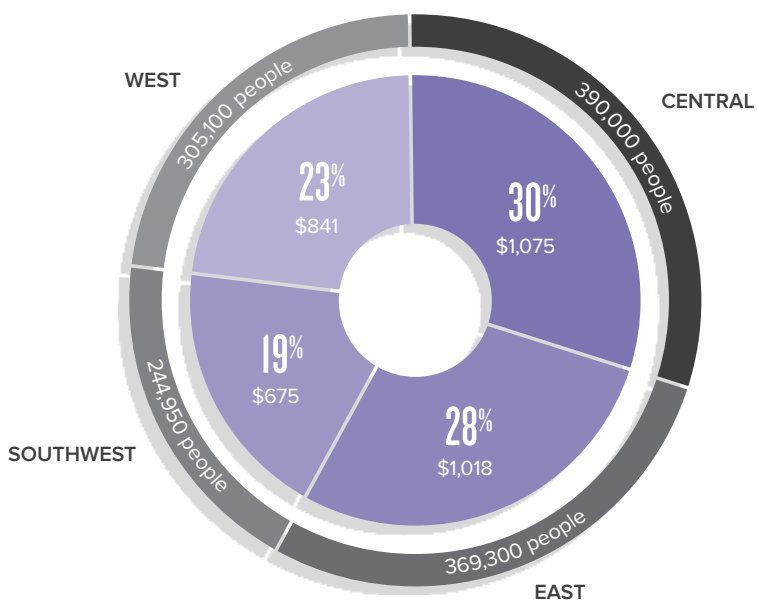
## TRANSPORTATION EXPENDITURE PLAN FUNDING SUMMARY

FUNDING CATEGORIES	SUBTOTALS	
	\$ (millions)*	%
<b>RELIEVING CONGESTION ON HIGHWAYS, INTERCHANGES, AND MAJOR ROADS</b>	<b>\$1,484</b>	<b>41.1</b>
<b>Improve State Route 242 (SR-242), Highway 4, Transit, and eBART Corridor</b>	<b>705</b>	<b>19.5</b>
Relieve Congestion and Improve Access to Jobs Along Highway 4 and SR-242	200	5.5
Improve Local Access to Highway 4 and Byron Airport	150	4.2
East County Transit Extension to Brentwood and Connectivity to Transit, Rail, and Parking	100	2.8
Improve Traffic Flow on Major Roads in East County	107	3.0
Enhance Ferry Service and Commuter Rail in East and Central County	50	1.4
Improve Transit Reliability Along SR-242, Highway 4, and Vasco Road	50	1.4
Additional eBART Trains Cars	28	0.8
Seamless Connected Transportation Options	20	0.6
<b>Modernize I-680, Highway 24, Transit, and BART Corridor</b>	<b>536</b>	<b>14.9</b>
Relieve Congestion, Ease Bottlenecks, and Improve Local Access Along the I-680 Corridor	200	5.5
Improve Traffic Flow on Major Roads in the Central County and Lamorinda	145	4.0
Improve Transit Reliability along the I-680 and Highway 24 Corridors	50	1.4
Provide Greater Access to BART Stations Along I-680 and Highway 24	49	1.4
Improve Traffic Flow on Highway 24 and Modernize the Old Bores of Caldecott Tunnel	35	1.0
Improve Traffic Flow on Major Roads in San Ramon Valley	32	0.9
Seamless Connected Transportation Options	25	0.7
<b>Enhance I-80, I-580 (Richmond-San Rafael Bridge), Transit, and BART Corridor</b>	<b>243</b>	<b>6.7</b>
Improve Transit Reliability Along the I-80 Corridor	90	2.5
Relieve Congestion and Improve Local Access Along the I-80 Corridor	57	1.6
Improve Traffic Flow on Major Roads in West County	38	1.1
Enhance Ferry Service and Commuter Rail in West County	34	0.9
Improve Traffic Flow and Local Access to Richmond-San Rafael Bridge Along I-580 and Richmond Parkway	19	0.5
Seamless Connected Transportation Options	5	0.1
<b>IMPROVING TRANSIT AND TRANSPORTATION COUNTYWIDE IN ALL OUR COMMUNITIES</b>	<b>\$1,980</b>	<b>54.9</b>
Modernize Local Roads and Improve Access to Job Centers and Housing	628	17.4
Provide Convenient and Reliable Transit Services in Central, East, and Southwest Contra Costa	392	10.9
Increase Bus Services and Reliability in West Contra Costa	250	6.9
Improve Walking and Biking on Streets and Trails	215	6.0
Accessible Transportation for Seniors, Veterans, and People with Disabilities	180	5.0
Cleaner, Safer BART	120	3.3
Safe Transportation for Youth and Students	104	2.9
Reduce and Reverse Commutes	54	1.5
Reduce Emissions and Improve Air Quality	37	1.0
<b>SUBTOTAL</b>	<b>\$3,464</b>	<b>96%</b>
<b>Transportation Planning, Facilities &amp; Services</b>	<b>\$108</b>	<b>3.0</b>
<b>Administration</b>	<b>\$36</b>	<b>1.0</b>
<b>TOTAL</b>	<b>\$3,608</b>	<b>100%</b>

\*Funding amounts are rounded

Mode	Percentage
Local Roads & Streets	27%
Highways & Freeways	18%
Bicycle/Pedestrian	11%
Local Transit	38%
BART	6%
<b>TRANSIT AND ALTERNATIVE MODES</b>	<b>55%</b>

## EXPENDITURES BY SUBREGION AND POPULATION



2020 TRANSPORTATION EXPENDITURE PLAN





# OUR NEW TRANSPORTATION FUTURE

Carefully crafted to offer a broad array of tangible benefits to all, this Plan will bring:

- » Smooth-flowing traffic along highways and roads
- » Quicker trips and less time sitting in traffic
- » Smoother pavement and fewer potholes
- » Transit, where and when it's needed
- » Easier ways to get from home or work to transit stops and back home again
- » Cleaner air due to reduced vehicle emissions
- » More bicycle lanes and walking paths to support an active lifestyle
- » Free or reduced transit fares for students



# DECADES OF TRANSPORTATION IMPROVEMENTS AND MANAGED GROWTH

## WHO WE ARE AND WHAT WE DO

The Contra Costa Transportation Authority (CCTA) is responsible for **maintaining and improving the county's transportation system by planning, funding, and delivering critical transportation projects that connect our communities**, foster a strong economy, increase sustainability, and safely and efficiently get people where they need to go. CCTA is also responsible for putting solutions in place to help manage traffic by providing and connecting a wide range of transportation options.

We are proud of our accomplishments and we recognize the immense transportation challenges still faced by county residents and businesses—particularly considering population growth, continued development, and threats to the environment. CCTA works to advance transportation solutions, ease congestion, and prepare Contra Costa County for safe, future mobility.

CCTA is leading the way and presenting innovative solutions while protecting the qualities that make Contra Costa a wonderful place to call home. We present this Transportation Expenditure Plan (TEP), which reflects where we are now and, more importantly, our commitment to pursuing transportation policies, planning, and investments that will get us to where we want to be in the future.

## FULFILLING OUR PROMISE TO CONTRA COSTA COUNTY VOTERS

Contra Costa County voters passed **Measure C** in 1988, sending a clear message that recognized the immense need to improve the way people travel around Contra Costa County. Voters authorized a 20-year (1989-2009) half-cent transportation sales tax to finance improvements to the county's overburdened transportation infrastructure. In 1989, CCTA was born.

Measure C expired in 2009 but much was accomplished, including widening Highway 4 from Hercules to Martinez, the BART extension to Pittsburg/Bay Point, Richmond Parkway construction, and new transit programs for seniors and people with disabilities.

In 2004, Contra Costa County voters approved **Measure J**. The measure provided for the continuation of the county's half-cent transportation sales tax for twenty-five more years (2009-2034) beyond the Measure C expiration date. Without Measures C and J funding, CCTA would not have qualified to receive additional federal, state, or regional funds. With a total of \$1.4 billion in Measure C and J project funds, a total of more than \$5.5 billion will be invested in vital transportation projects in Contra Costa County through 2034, leveraging Measure C and J funding at about a three-to-one ratio.

CCTA has delivered most of the major infrastructure improvement projects in Measure J—such as the fourth bore of the Caldecott Tunnels, Highway 4 East widening, eBART extension from the Pittsburg/Bay Point BART station to Antioch, and I-680 and I-80 corridor improvements—on an accelerated timeline to deliver its promises to voters. CCTA periodically issues bonds to provide advance funding to design and build major infrastructure projects. Then, the revenue generated from the transportation sales tax is used to pay back the bonds. By turning future Measure J revenue into capital dollars and accelerating design and construction, transportation projects are put into place sooner to alleviate transportation challenges. Designing and building the projects earlier costs less money, because the added cost of future inflation is avoided.

As of 2018, about 80 percent of the Measure J project funds have been expended. Remaining revenues are now going toward repayment of bonds, fixing local streets, continuing programs, and supporting public transportation. **Without a new TEP, the CCTA will be unable to fund any new major projects to address pressing mobility needs.**

## TRANSPORTATION FOR THE NEXT THREE-AND-A-HALF DECADES

While the existing Measure J will remain intact through 2034, this new TEP has been developed for several reasons:

- All of the planned major capital improvement projects funded by Measure J are either complete or in construction, ahead of schedule.
- New transportation technology is offering unprecedented opportunities to streamline travel and traffic and to reduce emissions.
- The gap between transportation needs and available funding is large and requires a bold solution. The new TEP will allow local funding to keep needed services in place and alleviate congestion by attracting other funding sources.



- The demand on Contra Costa County's roads, highways, BART stations, and buses is increasing. The county's population is growing and more people are using roads and transit. Investments are needed to maintain and improve the current transportation system to ensure it can effectively accommodate growth and prepare the system for the future.
- People are increasingly valuing alternative ways to get around, such as transit, walking, and biking. Our roads need to safely accommodate all users.
- Contra Costa County's population is aging. Currently, about 14 percent of the population is age 65 or older.\* By 2035, this population is expected to double to about 30 percent. Additionally, poverty has risen faster in suburban areas, particularly in Solano, Contra Costa, and Marin counties. Low-income populations increasingly have less access to public transit and services.\*\* New and different transportation solutions are needed to keep our older residents mobile, living independently, and to maintain quality of life for all, including low-income residents.

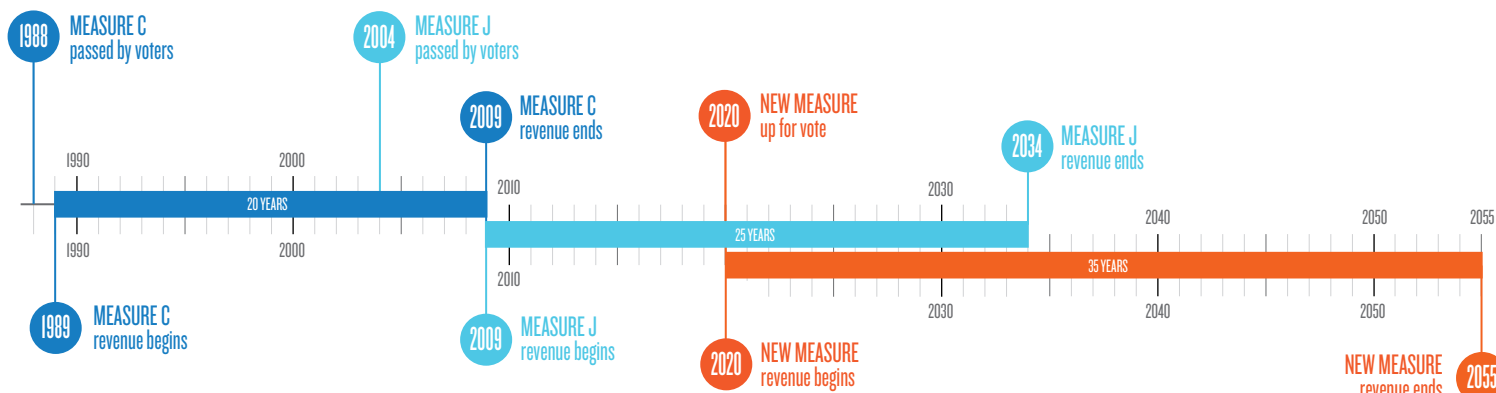
## LOCAL FUNDING FOR LOCAL PROJECTS

Measures C and J local transportation sales taxes have provided a substantial and steady share of the total funding available for transportation projects in Contra Costa County. State and federal sources have targeted some major projects, but local funding is needed to attract and supplement those sources. Our local transportation sales tax has been indispensable in helping to meet the county's growing needs in an era of unpredictable resources.

\* Population based on Association of Bay Area Governments (ABAG) Projections 2013

\*\* Coordinated Public Transit – Human Services Transportation Plan (Metropolitan Transportation Commission, 2018)

## Timeline of Local Funding Contra Costa County Transportation Improvements



*The funding for this TEP will augment the existing Contra Costa County Measure J half-cent transportation sales tax by a half-cent until Measure J expires in 2034, then continue the half-cent transportation sales tax until 2055. A sales tax will generate approximately \$3.6 billion for essential transportation improvements that touch every city, town, and community in Contra Costa County.*

These local funds have allowed CCTA to compete effectively for outside funds by providing a local matching fund source, as required by most grants. Measures C and J, for example, will attract \$4.1 billion of additional funds for Contra Costa County transportation projects through 2034, providing a total investment of \$5.5 billion in vital transportation improvements.

CCTA will continue to use local transportation sales tax revenue to attract outside funds for projects already identified in regional and state funding measures. In fiscal year 2017-2018 alone, more than \$77 million of California's Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017, transportation funding was earmarked for projects sponsored by CCTA. The required local match for the grant was \$35 million. In other words, for every dollar Contra Costa County taxpayers paid for these projects, the state paid two more dollars.

Similarly, voters approved Regional Measure 3 (RM3), which was authorized and signed into law in 2018 to fund major roadway and public transit improvements via an increase in tolls on the Bay Area's seven state-owned toll bridges. Contra Costa County projects that may benefit from RM3 include:

- Interstate 80 Transit Improvements: expand bus service along the Interstate 80 corridor
- Interstate 680 Transit Improvements: enhance transit service along the Interstate 680 corridor, including bus operations, transit centers, and real-time travel information
- East Contra Costa County Transit Intermodal Station: construct a transit intermodal center to enhance access to eBART and the Mokelumne Bike Trail/Pedestrian Overcrossing at Highway 4
- Contra Costa Interstate 680/Highway 4 Interchange Improvements: reduce congestion and improve safety by widening Highway 4 and adding new direct connectors between I-680 and Highway 4
- Richmond-San Rafael Bridge Access (Contra Costa approach): make improvements to reduce delays on bridge approaches and at the toll plaza, including improvements to the Richmond Parkway
- Byron Highway-Vasco Road Connector: improve access, safety, airport connectivity, and economic development with a new connector between Byron Highway and Vasco Road

RM3 provides only partial funding for these projects. Additional funding is needed to make them a reality.





# A ROADMAP FOR THE FUTURE

## WHAT THIS TRANSPORTATION EXPENDITURE PLAN WILL ACCOMPLISH

Contra Costa Transportation Authority's (CCTA's) 2020 Transportation Expenditure Plan (TEP) serves as both a roadmap and an itinerary that will guide transportation investments for the coming 35 years. Throughout the 35-year duration of this Plan, Contra Costa County's population is expected to grow and change, infrastructure will continue to age and wear out, new forms of travel will emerge, and the environment will need continued protection. Such changes will place even more strain on the County's transportation systems. **Without new investments in transportation, Contra Costa will face a future with distressed and outdated infrastructure, increased traffic on already-congested roadways, and a decrease in critical transportation services to those with the greatest need.**

CCTA strives to preserve and enhance an excellent quality of life for Contra Costa County's residents, businesses, and communities with convenient, reliable, and accessible transportation. We do this through optimizing the existing transportation system, leveraging emerging technologies, offering meaningful programs and services, and providing seamless connections between various forms of transportation (for example, cars, transit, cycling, and walking).

The projects in this Plan will benefit all who live and travel within Contra Costa County. The projects will help improve the transportation network over the coming decades to meet growing needs, while supporting economic vitality and an environmentally sustainable future.

CCTA is an internationally recognized leader in implementing transportation-related technological solutions to help ease traffic congestion, offer alternative mobility options for travel, provide valuable information to travelers, make it easier and more efficient to maintain our transportation infrastructure, and many other applications that may be currently under development. This TEP reflects CCTA's commitment to fully integrate applicable transportation technologies with traditional infrastructure for the benefit of residents and travelers.

When implemented, the projects in this TEP will accomplish an array of major transportation improvements throughout the county. These projects serve to enhance people's transportation options and reduce congestion on every major transportation corridor in the county. The funding will also reach deep into the local communities to improve residents' quality of life and protect the County's natural environment.

## COMMITMENT TO PERFORMANCE

The 2020 Transportation Expenditure Plan (TEP) will be governed by strong performance criteria against which funding, projects, and programming will be evaluated and scored to ensure maximum contribution to the guiding principles and goals of the Plan. Guidelines will be developed through meaningful community engagement and engagement with cities and towns, Contra Costa County, Regional Transportation Planning Committees, and the Public Oversight Committee to establish the performance criteria for evaluation of programs identified in the Policy Statements. In addition, the Plan will meet the Governor's Executive Order B-16-2012 to reduce transportation-related GHG emissions to 80% below 1990 levels by 2050. To achieve this, CCTA commits to a goal of accelerating zero emission vehicle (ZEV) penetration and a 15% reduction in vehicle-miles traveled (VMTs) per capita.

## ACHIEVING INTENDED OUTCOMES

The 2020 TEP was created for Contra Costa County residents, businesses, and travelers by the communities and people it serves. Key stakeholder groups were convened and community outreach conducted to understand what guiding principles, priorities, outcomes, and results are most important to the residents and businesses of Contra Costa County.

CCTA is fully committed to an outcomes-based approach that includes measurable performance targets for all principles and criteria. The TEP presents a suite of transportation solutions that align with guiding principles and will offer a transportation system that supports a vibrant, modern, equitable, and livable Contra Costa County.

CCTA will ensure funding in the TEP will achieve the outcomes identified in the 2017 Countywide Transportation Plan (CTP). The TEP offers equitable transportation opportunities for all residents of Contra Costa. In evaluating detailed funding proposals, CCTA will ensure that expenditures benefit those living in Communities of Concern and for minority and low-income residents.

Every project with total costs of more than \$10 million will undergo a performance analysis and review prior to funding being allocated. Implemented projects and programs will also undergo a thorough analysis of their performance to initiate program modification where needed and/or changes in evaluation methods.

A Public Oversight Committee will provide input for developing specific performance criteria by which projects can be evaluated and measured. In this way, county taxpayers can be assured that the funding is spent responsibly to meet the county's transportation goals.

## TAXPAYER SAFEGUARDS

Over the past thirty years, CCTA has operated under a system of rigorous taxpayer safeguards to protect the county's investments and to ensure that transportation sales tax revenue is invested wisely, equitably, and transparently. CCTA consistently achieves the highest standards in its governmental accounting and financial reporting and ensures full accountability in its programs and projects.

With the 2020 TEP, CCTA is fully committed to continuing our strong accountability to Contra Costa taxpayers through many safeguards:

- CCTA will continue to publish an annual budget and strategic delivery plan that estimates expected transportation sales tax receipts, other anticipated revenue, and planned expenditures for the year.
- CCTA's Public Oversight Committee will continue to provide diligent oversight of all CCTA expenditures and report its oversight activities and findings to the public through annual audits that focus on the allocation of funding, project performance, tracking of TEP goals, local jurisdiction compliance, and growth management performance.
- CCTA will routinely inform, communicate with, and engage its partner organizations, advisory committees, and the County's residents and businesses to ensure that its programs and projects are fully transparent and best meet the needs of its residents.
- CCTA will strive to balance the needs of all people and areas of Contra Costa County to support an equitable and sustainable transportation system for all, while ensuring proportionally greater benefits to Communities of Concern and low-income residents.
- CCTA's regional transportation planning committees will continue to ensure cohesion with local and subregion planning and implementation efforts and adherence to adopted policies.

In July 2019, CCTA was the proud recipient of Contra Costa Taxpayers Association Silver Medal Award for Good Governance.



## PERTINENT POLICIES

CCTA implements and follows several key policies to ensure that Contra Costa's transportation systems are in alignment with the County's established future vision. Full text of these policies is included in the Policy Statements section at the end of this document. In summary, these key policies are as follows:



### Growth Management Program

establishes principles that preserve and enhance the county's quality of life and promotes a healthy and strong economy through a cooperative, multijurisdictional process for managing growth while maintaining local authority over land use decisions.



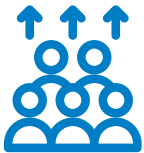
### Urban Limit Line Compliance Policy

requires each jurisdiction to adopt and comply with a voter-approved Urban Limit Line, which defines the physical limits of a jurisdiction's future urban development.

Both the Growth Management Program and Urban Line Limit Compliance policies, which have been in place since Measure J began in 2009, have been enhanced in this TEP.

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CCTA, with input from many stakeholders, has developed the following **additional four policies** to ensure that projects align with the vision, guidelines, and requirements for fund expenditures.



### Transit Policy

sets out goals for improving, coordinating, and modernizing transit service—along with first- and last-mile connections to transit—thereby increasing the percentage of residents and commuters that may travel conveniently by public transit.



### Advanced Mitigation Program

provides innovative ways to advance needed infrastructure projects more efficiently and provides more effective conservation of natural resources such as watersheds, wetlands, and agricultural lands. CCTA will also begin development of a countywide vehicle-miles traveled (VMT) mitigation program.



### Complete Streets Policy

encourages making local streets more efficient and safe for all users—including drivers, pedestrians, bicyclists, and transit riders—and giving travelers convenient options while minimizing the need to widen roadways.



### Road Traffic Safety

requires all funding recipients to systemically apply planning and design practices that quantifiably reduce the risk of traffic-related deaths and severe injuries.

These policies, along with the guiding principles, will govern the funding and implementation of the 2020 TEP.





# PROPOSED TRANSIT AND TRANSPORTATION INVESTMENTS

## PLANNING FOR THE FUTURE

This Transportation Expenditure Plan (TEP) includes transportation-related projects and programs to be planned, designed, funded, constructed, and/or delivered in Contra Costa County over the next thirty-five years. This plan anticipates an investment of approximately \$3.6 billion of revenue generated from the half-cent transportation sales tax. Contra Costa County's local sales tax revenue will help Contra Costa Transportation Authority (CCTA) attract additional local, regional, state, and federal funding to augment the sales tax revenue.

The project descriptions that follow are purposefully brief and offer general overviews of the purpose and nature of the projects. Several projects (such as affordable transit for students, seniors, and people with disabilities) are continuations or enhancements to ongoing work performed under Measure J. Many other projects included in this Plan are still in the concept or planning stages. Stakeholders and the public will have plenty of future opportunities to help shape these projects so that they are most useful and beneficial to residents, commuters, and visitors.

In its role as the administrator of Contra Costa County's transportation sales tax revenue, CCTA has instituted requirements so that taxpayer's revenue is invested per established policies, as presented in the Policy Statements section of this TEP. The policy statements generally require that recipients of funding perform advance performance assessments and comply with applicable laws and other CCTA policies. The Taxpayer Safeguards and Accountability Policy in the Policy Statements section includes the full statement of funding requirements and restrictions, as applicable.

CCTA sets aside funding to implement the countywide Growth Management Program, prepare the countywide transportation plan, and support the programming and monitoring of federal and state funds, as well as CCTA's Congestion Management Agency functions. A very small percentage of the funding also covers basic administrative functions (such as salaries) and basic expenses (such as rent).

## ► \$1.48 BILLION

IN 2017, FOUR  
MAJOR FREEWAYS IN  
CONTRA COSTA COUNTY  
RANKED IN THE TOP 10  
WORST COMMUTES:  
I-680, I-80, HIGHWAY 24  
AND HIGHWAY 4.\*

## RELIEVING CONGESTION ON HIGHWAYS, INTERCHANGES, AND MAJOR ROADS

More than 79 percent of Contra Costa County's residents drive to work; several of Contra Costa County's highways have been identified as the "most congested in the San Francisco Bay Area."\*\*\*

Easing traffic congestion is one of Contra Costa County residents' highest priorities. Accordingly, CCTA will invest nearly half of the new transportation sales tax revenue toward new, modern tools and strategies to improve traffic flow and reduce traffic congestion on the county's major corridors and roads. These strategies include highway and road improvements thoughtfully integrated with transit improvements and alternative modes.

Improving transit and transit connections will lessen traffic congestion on the County's highways; as transit service is improved and more people take transit, fewer cars on the road translates to less traffic.

CCTA is committed to improving access to jobs throughout Contra Costa and supporting economic development through programs and projects in this Transportation Expenditure Plan such as the Northern Waterfront Initiative. Programs and projects will support housing within planned or established job centers that are served by transit, or that aid economic development and job creation.

Projects will be subject to applicable policies as presented in the Policy Statements section at the end of this document.

\*SOURCE: Metropolitan Transportation Commission, Vital Signs - [https://mtc.ca.gov/sites/default/files/top\\_10\\_congestion\\_locations-2017.pdf](https://mtc.ca.gov/sites/default/files/top_10_congestion_locations-2017.pdf)

\*\*SOURCE: Metropolitan Transportation Commission, Vital Signs, 2016-2017 data

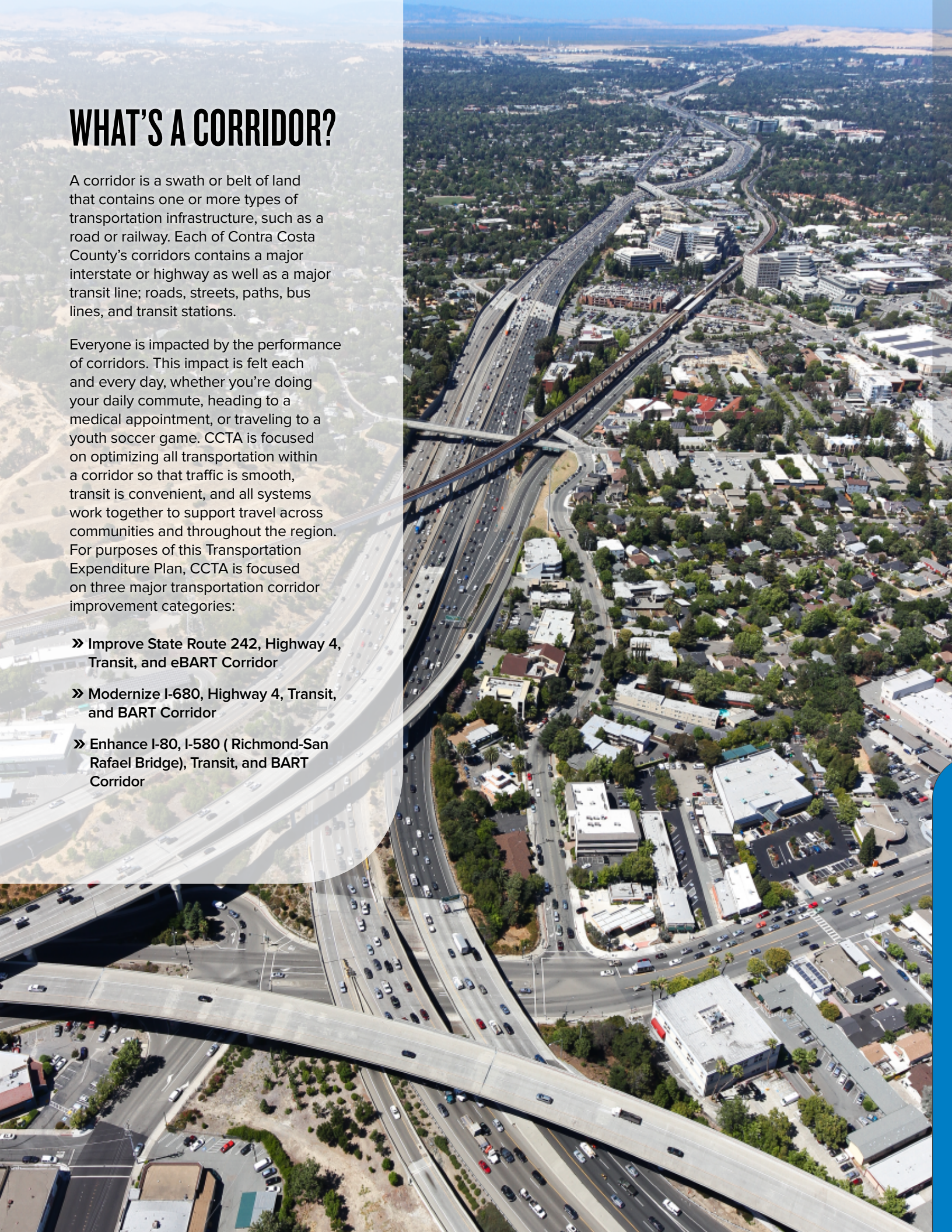


# WHAT'S A CORRIDOR?

A corridor is a swath or belt of land that contains one or more types of transportation infrastructure, such as a road or railway. Each of Contra Costa County's corridors contains a major interstate or highway as well as a major transit line; roads, streets, paths, bus lines, and transit stations.

Everyone is impacted by the performance of corridors. This impact is felt each and every day, whether you're doing your daily commute, heading to a medical appointment, or traveling to a youth soccer game. CCTA is focused on optimizing all transportation within a corridor so that traffic is smooth, transit is convenient, and all systems work together to support travel across communities and throughout the region. For purposes of this Transportation Expenditure Plan, CCTA is focused on three major transportation corridor improvement categories:

- » Improve State Route 242, Highway 4, Transit, and eBART Corridor
- » Modernize I-680, Highway 4, Transit, and BART Corridor
- » Enhance I-80, I-580 (Richmond-San Rafael Bridge), Transit, and BART Corridor





# Improve SR-242, Highway 4, Transit, and eBART Corridor

4 242

## RELIEVE CONGESTION AND IMPROVE ACCESS TO JOBS ALONG HIGHWAY 4 AND SR-242

CCTA is continuing its work in **easing traffic congestion**, smoothing traffic flow, and reducing travel time along Highway 4 and SR-242 with a blend of projects that may be considered:

- Improving access to jobs and support economic development along the northern waterfront
- Improving access to local key destinations, including business districts and BART stations
- Reconfiguring interchanges along SR-242
- Managing traffic flow on Highway 4 by connecting and **synchronizing traffic on freeways**, local roads, and freeway ramps
- Completing operational improvements at the I-680/Highway 4 interchange
- Addressing bottlenecks and cooling hot spots caused by high-volume weaving areas and **adding auxiliary lanes** and improving ramps between SR-242 and Bailey Road
- Providing incentives to encourage the use of transit and alternative transportation options

**5<sup>th</sup> most  
CONGESTED  
HIGHWAY  
in the Bay Area**  
*Eastbound Martinez to Pittsburg\**



## IMPROVE LOCAL ACCESS TO HIGHWAY 4 AND BYRON AIRPORT

CCTA has developed a multipronged approach to **reducing traffic congestion and improving safety and travel time reliability** on the roads through and around Byron. These projects will also facilitate economic development and goods movement in East Contra Costa County. Key projects may consider:

- A new limited-access connector between Byron Highway and Vasco Road south of Camino Diablo to **improve access to Byron Airport**, making it a more useful transportation hub
- Improvements to Vasco Road and Byron Highway, and other safety improvements
- Interchange improvements along Highway 4 at Balfour Road, Marsh Creek Road, Walnut Boulevard, and Camino Diablo
- Enhancements to the Byron Airport
- Improve access to jobs and support economic development along the Northern Waterfront

These projects will include measures to prevent growth outside predefined urban limit lines, for example, prohibitions on roadway access from adjacent properties, permanent protection and/or acquisition of agricultural lands or critical habitat, and habitat conservation measures.



## ADDITIONAL eBART TRAIN CARS

Trains are full with standing room only during commute hours. Funding will be considered for allocation toward **purchasing additional eBART train cars** so that trains can carry more passengers on this popular route.

\*Source: Metropolitan Transportation Commission, "Vital Signs: Bay Area Freeway Locations with most Weekday Traffic Congestion, 2017" - [https://mtc.ca.gov/sites/default/files/top\\_10\\_congestion\\_locations-2017.pdf](https://mtc.ca.gov/sites/default/files/top_10_congestion_locations-2017.pdf)



## SEAMLESS CONNECTED TRANSPORTATION OPTIONS

Contra Costa County's transportation system is a mix of freeways to bike paths, trains to shuttles, and many other modes in between. Providing **seamless connectivity among these many travel options** will ensure that our system can meet the future needs of our growing and aging population.

CCTA will develop guidelines and implement systems to promote connectivity between all users of the transportation network (vehicles, pedestrians, bicycles, buses, trucks, etc.) using automation technology and taking advantage of future transportation technology trends.

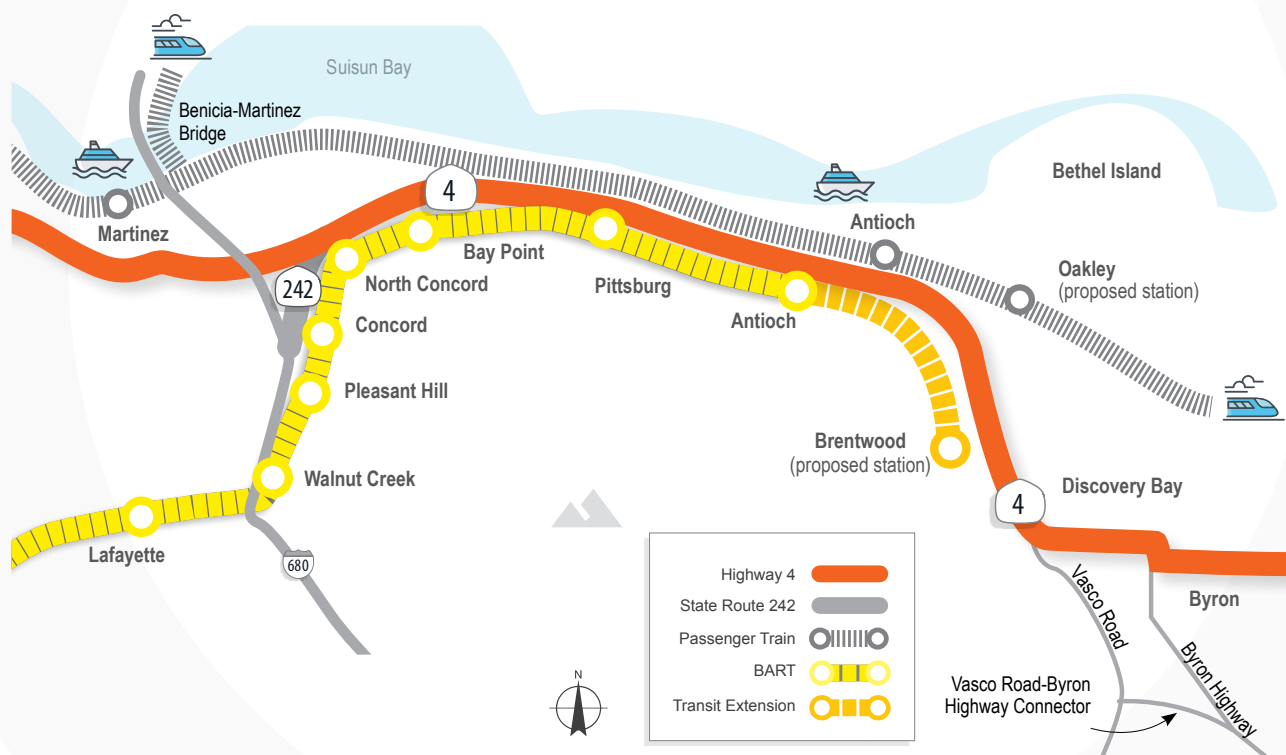


## ENHANCE FERRY SERVICE AND COMMUTER RAIL IN EAST AND CENTRAL COUNTY

To help travelers make convenient connections between the Capitol Corridor and San Joaquin train system and the BART system, CCTA proposes to **fund new stations and improvements to existing stations** and rail facilities. Some example projects may include a new train station for the San Joaquin line and a park-and-ride lot in Oakley, new connections between the new Oakley station and Antioch eBART, and a transit connection from the Martinez Amtrak station to the North Concord BART station.

CCTA is also considering expanding ferry service between Martinez and Antioch. As more people use ferries and the passenger train, traffic congestion on Contra Costa County's roads and highways will decrease, **traffic will flow more smoothly, and air emissions will decrease**, thereby improving the County's air quality.

# » TOTAL INVESTMENTS: \$705 million



## IMPROVE TRAFFIC FLOW ON MAJOR ROADS IN EAST COUNTY

CCTA is committed to relieving congestion on major roads and **implementing modern systems** that provide safe, efficient, and reliable movement of buses, vehicles, bicyclists, and pedestrians. Projects will range in size and type, and may consider the following:

- New and/or wider lanes or shoulders
- **New bicycle and pedestrian facilities**
- Installation of “smart” parking management programs
- **Traffic signal synchronization** and other innovative technologies
- Traffic calming measures and roundabouts
- Shoulders, sidewalks, curbs and gutters, and streetscapes
- Bus transit facility enhancements, such as bus turnouts and passenger amenities
- Close gaps and extend major roads to relieve congestion and improve safety



## EAST COUNTY TRANSIT EXTENSION TO BRENTWOOD AND CONNECTIVITY TO TRANSIT, RAIL, AND PARKING

Expanding transit service throughout East Contra Costa County will enable more people to travel conveniently to the Antioch eBART station and other destinations served by transit. The TEP may consider funding a direct link between a new intermodal center in Brentwood to the Antioch eBART station.

Funding will also be considered to **improve transit service throughout Brentwood, Oakley, and nearby communities** via new shuttle service, bus service, and transit hubs such as a new Tri Delta park-and-ride lot to service eBART and a new Amtrak San Joaquin station in Oakley. Funding will help integrate existing transit services using new technologies, so that people have smooth and convenient connections with less wait time.



## IMPROVE TRANSIT RELIABILITY ALONG SR-242, HIGHWAY 4, AND VASCO ROAD

One of CCTA's strategies to smoothing traffic along SR-242, Highway 4, and Vasco Road is to **improve and enhance transit service** to give travelers viable and convenient options to driving. When more people take transit, there will be fewer cars on the road and traffic congestion will be reduced. Possible projects that CCTA may consider:

- Increased express bus service
- Improved interchanges and local access for buses so they can utilize the highways more efficiently
- **Dedicated part-time transit lanes** to bypass congestion
- Improved transit connections between transit stations (including BART stations and ferry terminals), schools, housing, and employment centers, thereby addressing transit users' first-mile/last-mile challenges

# Modernize I-680, Highway 24, Transit, and BART Corridor



## RELIEVE CONGESTION, EASE BOTTLENECKS, AND IMPROVE LOCAL ACCESS ALONG THE I-680 CORRIDOR

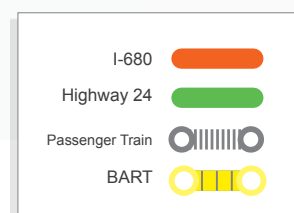
Improvements to the I-680 corridor will work together to address bottlenecks, **relieve traffic congestion**, smooth traffic flow, reduce travel times, **improve air quality**, and offer efficient transportation choices to all travelers. Key strategies to be considered include:

- **Complete express lanes** in both directions from Rudgear Road in Walnut Creek to the Benicia-Martinez Bridge, to provide twenty-five miles of continuous southbound express lanes and nearly continuous northbound express lanes
- Address congestion hot spots caused by high-volume weaving areas such as between Livorna Road and Treat Blvd. Additional merge lanes and ramp improvements at these locations **will provide safe merging for motorists and ease bottlenecks** that currently create chronic delays
- Implement innovative technology solutions to manage traffic flow by connecting and synchronizing traffic on local arterials, freeway ramps, and freeways
- Transform park-and-ride facilities into **shared mobility hubs** that provide multimodal transportation options and amenities to encourage transit use
- Implement transportation demand management programs to reduce single-occupancy vehicle travel
- Provide incentives for using alternative transportation options

\*Source: Metropolitan Transportation Commission, "Vital Signs: Bay Area Freeway Locations with most Weekday Traffic Congestion, 2017" - [https://mtc.ca.gov/sites/default/files/top\\_10\\_congestion\\_locations-2017.pdf](https://mtc.ca.gov/sites/default/files/top_10_congestion_locations-2017.pdf)



**10<sup>th</sup> most  
CONGESTED  
HIGHWAY  
in the Bay Area**  
*Northbound Danville  
to Walnut Creek\**



# » TOTAL INVESTMENTS: \$536 million



## IMPROVE TRAFFIC FLOW ON MAJOR ROADS IN CENTRAL COUNTY AND LAMORINDA

CCTA is committed to relieving congestion on major roads and implementing modern systems that provide **safe, efficient, and reliable movement of buses, vehicles, bicyclists, and pedestrians**. Projects will range in size and type, and may consider the following:

- New and/or wider lanes or shoulders
- New bicycle and pedestrian facilities
- Installation of “smart” parking management programs
- Traffic signal synchronization and other innovative technologies
- Traffic calming measures and roundabouts
- Shoulders, sidewalks, curbs, gutters, and streetscapes
- Bus transit facility enhancements, such as bus turnouts and passenger amenities



24

## IMPROVE TRAFFIC FLOW ON HIGHWAY 24 AND MODERNIZE THE OLD BORES OF CALDECOTT TUNNEL

CCTA has plans to improve traffic flow and access along Highway 24 in Orinda, Lafayette, and Moraga through a suite of projects that could include improving interchanges, modifying major roads to reduce highway access delays, and other congestion-reducing improvements. CCTA will also **develop transit and shared trip incentives** for drivers in lieu of single-occupant vehicle travel.

The original two-bore Caldecott Tunnel opened in 1937. CCTA will implement improvements that may include increased lighting and visibility, improved traffic alerts for crashes or stalled vehicles, and other physical or technological solutions to improve safety and help improve traffic flow in the tunnels.



## IMPROVE TRANSIT RELIABILITY ALONG THE I-680 AND HIGHWAY 24 CORRIDORS

One of CCTA's strategies to smoothing traffic along the I-680 and Highway 24 corridors is to improve and **enhance transit service** to give travelers viable and convenient alternatives to driving in their vehicles. When more people take transit, there will be fewer cars on the road and traffic will be reduced. Funding may consider the following:

- Implement and increase express bus service along the I-680 and Highway 24 corridors
- Improve interchanges and local access so buses can utilize the highways more efficiently
- Provide **dedicated part-time transit lanes** to bypass congestion
- **Improve transit connections** between transit stations, schools, housing, and employment centers, thereby addressing first-mile/last-mile challenges for transit users



## PROVIDE GREATER ACCESS TO BART STATIONS ALONG I-680 AND HIGHWAY 24

In addition to making shuttle service to and from BART more frequent, CCTA will consider allocating funding toward making **parking and access improvements** that serve BART stations, so that buses and people in vehicles—along with people arriving by walking or bicycling—can get to the station more easily and conveniently. Funding may be considered for constructing satellite parking lots with frequent direct shuttle service to BART.



## SEAMLESS CONNECTED TRANSPORTATION OPTIONS

Contra Costa County's transportation system is a mix, from freeways to bike paths, trains to shuttles, and many other modes in between.

**Providing seamless connectivity** among these many travel options will ensure that our system can meet the future needs of our growing and aging population.

CCTA will develop guidelines and implement systems to promote connectivity between all users of the transportation network (vehicles, pedestrians, bicycles, buses, trucks, etc.) using automation technology and **taking advantage of future transportation technology trends**.



## IMPROVE TRAFFIC FLOW ON MAJOR ROADS IN SAN RAMON VALLEY

CCTA is committed to relieving congestion on major roads and implementing modern systems that provide **safe, efficient, and reliable movement of buses, vehicles, bicyclists, and pedestrians**. Projects will range in size and type, and may consider the following:

- New and/or wider lanes or shoulders
- New bicycle and pedestrian facilities
- Installation of “smart” parking management programs
- Traffic signal synchronization and other innovative technologies
- Traffic calming measures and roundabouts
- Shoulders, sidewalks, curbs, gutters, and streetscapes
- Bus transit facility enhancements, such as bus turnouts and passenger amenities

# Enhance I-80, I-580, Transit, and BART Corridor



## RELIEVE CONGESTION AND IMPROVE LOCAL ACCESS ALONG THE I-80 CORRIDOR

Improvements to the I-80 corridor will address bottlenecks, relieve traffic congestion, smooth traffic flow, reduce travel times, improve air quality, and offer efficient transportation choices to all travelers. Key improvements may include:

- Several innovative strategies and operational improvements will be implemented to **reduce travel time, improve air quality, reduce weaving at interchanges**, and smooth traffic flow
- Expand intelligent transportation systems and advanced technology strategies along I-80 to **maximize system efficiency** and prepare the corridor for future advances in transportation technology
- Increase travel time reliability in the carpool lanes through cost-effective **managed lane strategies** and enforcement
- Improve and expand express transit service through the corridor
- Transform park-and-ride facilities into **shared mobility hubs** that provide multimodal transportation options and amenities to encourage transit use
- Provide incentives to encourage the use of transit and alternative transportation options.



AN ADDITIONAL  
**\$250M**



**WILL BE SPENT TO INCREASE BUS SERVICES AND RELIABILITY IN WEST CONTRA COSTA COUNTY.**



# » TOTAL INVESTMENTS: \$243 million



## IMPROVE TRAFFIC FLOW ON MAJOR ROADS IN WEST COUNTY

CCTA is committed to relieving congestion on major roads and implementing modern systems that provide safe, efficient, and reliable movement of buses, vehicles, bicyclists, and pedestrians. Projects will range in size and type, and may consider the following:

- Railroad grade separations
- New and/or wider lanes or shoulders
- **New bicycle and pedestrian facilities**
- Installation of “smart” parking management programs
- **Traffic signal synchronization** and other innovative technologies
- Traffic calming measures and roundabouts
- Shoulders, sidewalks, curbs and gutters, and streetscapes
- Bus **transit facility enhancements**, such as bus turnouts and passenger amenities



## ENHANCE FERRY SERVICE AND COMMUTER RAIL IN WEST COUNTY

To help travelers make convenient connections with the Capitol Corridor and San Joaquin train systems, CCTA will consider funding a **new regional intermodal station** in Hercules, along with new or improved ferry services in Hercules with connections to the train. As more people use ferries and the train, traffic congestion on Contra Costa County's roads and highways will decrease, traffic will flow more smoothly, and air emissions will be reduced thereby improving the county's air quality.



## SEAMLESS CONNECTED TRANSPORTATION OPTIONS

Contra Costa County's transportation system is a mix, from freeways to bike paths, trains to shuttles, and many other modes in between. **Providing seamless connectivity** among these many travel options will ensure that our system can meet the future needs of our growing and aging population.

CCTA will develop guidelines and implement systems to promote connectivity between all users of the transportation network (vehicles, pedestrians, bicycles, buses, trucks, etc.) using automation technology and **taking advantage of future transportation technology trends.**



## IMPROVED TRAFFIC FLOW AND LOCAL ACCESS TO RICHMOND-SAN RAFAEL BRIDGE ALONG I-580 AND RICHMOND PARKWAY

CCTA plans to relieve traffic congestion and reduce traffic delays by **modernizing facilities**, expanding pedestrian and bicycling options, improving transit reliability, and encouraging the use of carpools and buses.

Specific improvements to be considered:

- **Extending the carpool lane along I-580** from the toll plaza at the Richmond-San Rafael Bridge to Central Avenue in El Cerrito
- Making improvements so that pedestrians and cyclists can better access the Richmond-San Rafael bridge, Richmond Parkway, Richmond Ferry Terminal, and Richmond BART Station
- Improving the interchange at Richmond Parkway and I-580
- **Providing incentives** for using alternative transportation options



## IMPROVE TRANSIT RELIABILITY ALONG THE I-80 CORRIDOR

One of CCTA's strategies to smoothing traffic along the I-80 corridor is to improve and **enhance transit service** to give travelers viable and convenient options to driving. When more people take transit, there will be fewer cars on the road and traffic will be reduced. Funding is planned to:

- Increase express bus service along the corridor
- Improve interchanges and local access for buses so they can utilize the highways more efficiently
- Provide dedicated part-time transit lanes along I-80 to bypass congestion
- **Improve transit connections** between transit stations (including BART stations and ferry terminals), schools, housing, and employment centers, thereby addressing first-mile/last-mile challenges for transit users
- Provide incentives to travelers to use alternative transportation options

► \$1.98 BILLION



## IMPROVING TRANSIT AND TRANSPORTATION COUNTYWIDE IN ALL OUR COMMUNITIES

The quality of roads and availability of transportation options are two major factors in making our communities great places to live, as are the availability of jobs, safety, access to parks and trails, and good clean air and water. CCTA will implement many projects throughout the county to improve our local communities and **protect Contra Costa County's environment and quality of life.**

The previous section of this TEP presented investments focused on Contra Costa County's major corridors. This section describes funding that spreads into every community, through local projects and programs that improve the County's vast transportation network.

Funding will be allocated toward improving local roads and streets to make them safer for all travelers. Smaller projects—such as removing bottlenecks, improving traffic signal operations, installing traffic calming measures, and making streetscape improvements—can make big improvements in a community's quality of life.

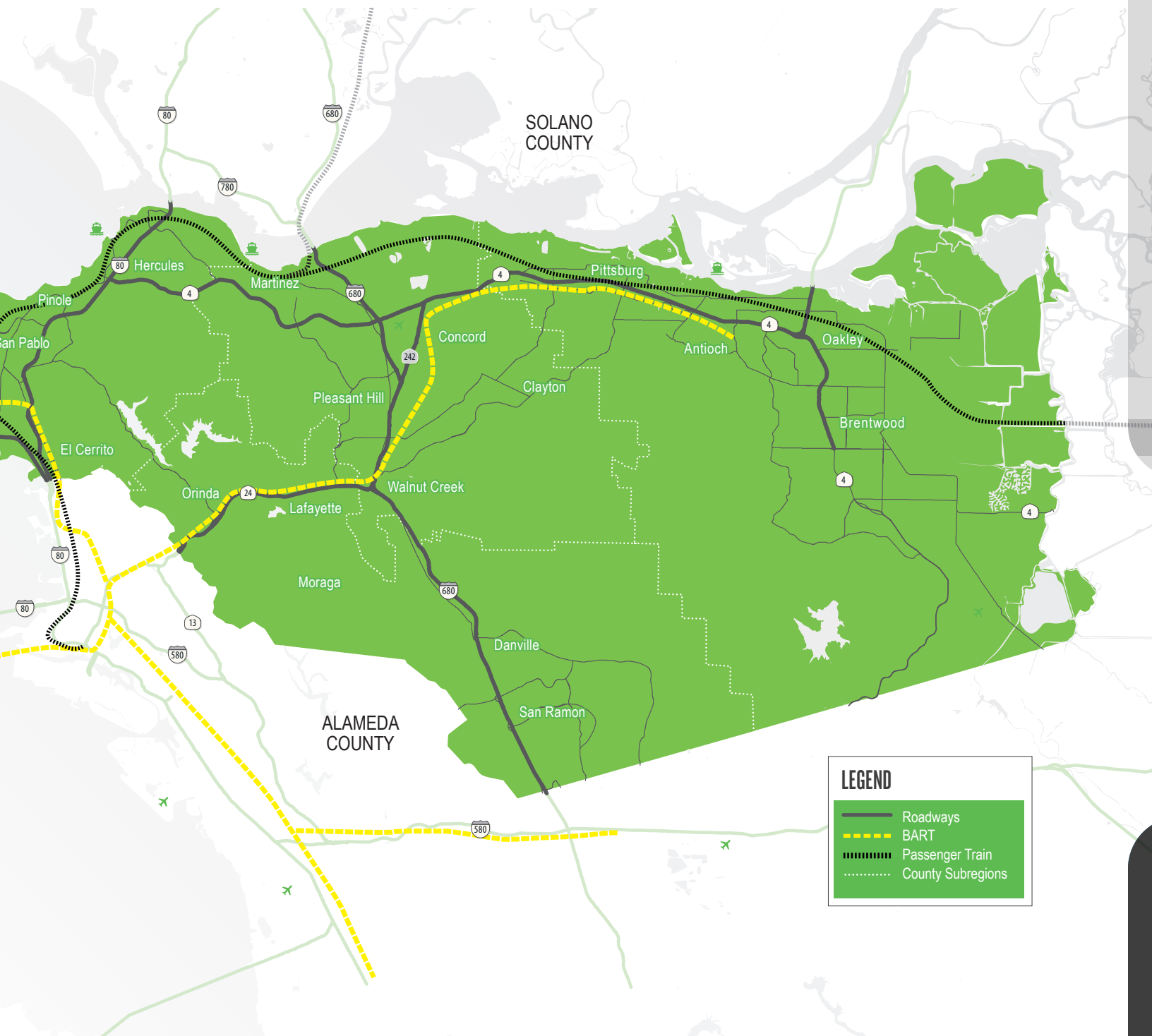
Funding will be allocated toward substantial investments in a **robust transit system** that provides affordable, efficient, convenient, and accessible transit to travelers throughout the county. These projects will result in cleaner, safer, and more reliable trips on BART, buses, and ferries. The transit systems will extend into parts of the county that are currently lacking frequent transit service. When more people take transit, traffic congestion on the County's roads and highways will decrease, traffic will flow more smoothly, and **air emissions will decrease**, thereby improving the county's air quality.

CCTA is committed to supporting accessible and safe transportation for all Contra Costa County residents. CCTA will allocate funding toward a wide array of **programs for students, seniors, veterans, and people with disabilities**, aimed at offering safe transportation options and improving mobility.

Projects will be subject to applicable policies as presented in the Policy Statement section.







**LEGEND**

- Roadways
- BART
- Passenger Train
- County Subregions

**Location**  
Eastern suburb of the San Francisco Bay Area

**Population**  
1 Million+

**Diverse**  
Demographically, economically and geographically

# Improving Transit and Transportation Countywide In All Our Communities



## MODERNIZE LOCAL ROADS AND IMPROVE ACCESS TO JOB CENTERS AND HOUSING

Smooth, pothole-free roads, safe intersections, pleasant sidewalks, safe bike lanes, and clean air are some of the important features that make Contra Costa County a great place to live and work.

**CCTA will provide funding directly to the county's cities, towns, and unincorporated areas** so that they may make improvements to their own local roads, streets, and access to job centers and housing.

To ensure transparency and accountability, local agencies report annually on the amount spent on roadway maintenance, bicycle and pedestrian facilities, transit facilities, and other roadway improvements. Local agencies must also meet the requirements set forth in the Growth Management Program, Urban Limit Line Compliance Requirements, Transit Policy, Complete Streets Policy, Road Traffic Safety Policy, and other applicable policies in the Policy Statements section.



## SAFE TRANSPORTATION FOR YOUTH AND STUDENTS

Drop-off and pick-up at schools often creates traffic jams on local streets and unsafe conditions for children. CCTA will allocate funds toward a wide array of transportation projects and programs for students and youth, aimed at relieving congestion, offering safe transportation options—such as walking and cycling—and improving mobility.

Funding will also be used for **reduced fare transit passes**, transit incentives, and school bus programs to encourage more youth and students to use transit to attend school and afterschool programs.

In cooperation with project sponsors in each subregion, CCTA will establish guidelines to define priorities and maximize effectiveness. The guidelines may require provisions such as operational efficiencies, performance criteria, parent contributions, and reporting requirements.



## IMPROVE WALKING AND BIKING ON STREETS AND TRAILS

Numerous studies and research across many different communities have demonstrated the benefits of creating an environment where walking and bicycling are safe, comfortable, and convenient. For example, **increased walking and bicycling can improve air quality by reducing emissions and energy use** from motor vehicles, improving access by foot or bike can make transit more convenient, and regular walking and bicycling can improve people's health and reduce mortality rates and health care costs.

This TEP contains **unprecedented levels of funding to improve safety for bicyclists and pedestrians in every part of the county**—from local street improvements to trail enhancements and similar projects. Funding will be considered to implement projects in the Contra Costa Countywide Bicycle and Pedestrian Plan. CCTA will develop program guidelines for a competitive project-selection process that maximizes benefits for all users. All funding will be consistent with CCTA's Complete Streets, Road Traffic Safety, and other applicable policies.

Approximately one-fifth of the funds will be considered for allocation to the East Bay Regional Park District for the development, maintenance, and rehabilitation of paved regional trails.



## REDUCE AND REVERSE COMMUTES

If people live closer to their jobs and transit, they have less need to commute long distances, thereby reducing traffic congestion, vehicle-miles traveled (VMT), and greenhouse gas (GHG) emissions. Transportation programs and projects funded out of this category will support economic development and job creation in Contra Costa County. All expenditures in this category will be used to reduce or reverse commutes.

Funding will also incentivize employers to create local jobs in housing-rich areas and to promote transit, shared trips, telecommuting, and shifting work schedules, all with the intent of reducing commuter traffic at peak commute times and better utilizing available reverse commute capacity in the existing transportation infrastructure. Funding is intended to match regional, state, or federal grants and private-sector investment to achieve maximum benefits and may be spent on other regional transportation priorities at the request of the subregion. Examples of projects that may be funded include new or upgraded rail crossings to “unlock” development potential for employment centers, rail-based goods movement improvements, bike lanes and bike facilities in business parks and on routes from transit stations and/or housing to employment centers, and other new or upgraded transportation infrastructure intended to strategically attract jobs to housing-rich areas. Transit service to new employment centers could also be funded under this category.



# » TOTAL INVESTMENTS: \$1.98 billion



## ACCESSIBLE TRANSPORTATION FOR SENIORS, VETERANS, AND PEOPLE WITH DISABILITIES

Contra Costa County's population is aging. As people get older or become disabled and can no longer drive, they will increasingly rely on other ways to get around. Funding in this category will be used for **affordable, accessible, cost-effective, and safe countywide transportation** for seniors, disabled veterans, and other people with disabilities who, due to age or disability, cannot drive or take other transit options.

In collaboration with stakeholders, transit and non-profit service providers, CCTA will develop an Accessible Transportation Strategic Plan to implement a customer-focused, user-friendly, seamless coordinated system using these funds. The Plan will be developed based on the characteristics and abilities of all system users and identify options including traditional and beyond traditional paratransit services.



## INCREASE BUS SERVICES AND RELIABILITY IN WEST CONTRA COSTA

Many people in West Contra Costa County rely on buses and transit as their primary means of travel. CCTA will focus on expanding transit services to unserved or underserved areas, along with more frequent and reliable bus service to all. Funding will be provided to public transit operators in the west subregion of Contra Costa County (including AC Transit and WestCAT) to **provide cleaner, safer, and more reliable trips on buses**. This funding will enable transit operators to improve the frequency of service, especially on high-demand routes, increase ridership and incentivize transit use by offsetting fares.



## PROVIDE CONVENIENT AND RELIABLE TRANSIT SERVICES IN CENTRAL, EAST, AND SOUTHWEST CONTRA COSTA

Although BART and rail service offers backbone transit options to residents in central, southwest, and east County, many neighborhoods and communities are unserved or underserved by bus or other transit options, meaning that transit is not close enough to people who want to use it and not frequent enough to be convenient. Funding will be provided to public transit operators in the central, east, and southwest subregions to provide **cleaner, safer, and more reliable trips on buses or shuttles**. This funding will enable transit operators to improve the frequency of service, especially on high-demand routes, increase ridership, and incentivize transit use by offsetting fares.



## CLEANER, SAFER BART

BART began operating in the early 1970s and its stations and station equipment are showing their age. There are eleven BART stations located in Contra Costa County.

CCTA plans to fund a suite of modernization projects at select stations to **increase safety, security, and cleanliness**, and to improve customer experience. Several projects will focus on improving reliability of fare gates and reducing fare evasion. Many of these projects are eligible for Measure RR (BART's \$3.5 billion general obligation bond). CCTA will provide no more than a dollar-for-dollar match for BART projects. BART and CCTA will develop a countywide program to determine how funding is allocated, evaluated, and tracked for effectiveness. Specific funding and maintenance of effort requirements are required and identified in the Taxpayers Safeguards and Accountability Policy section.



## REDUCE EMISSIONS AND IMPROVE AIR QUALITY

CCTA is a nationwide leader in sustainable, technology-enabled transportation. We integrate innovative technological solutions into Contra Costa County's transportation network to improve traffic flow and safety, reduce greenhouse gas emissions, and offer improved travel options. Technology solutions can help solve the challenges of the lack of connectivity between transportation options, resulting in reduced emissions and improved air quality. Eligible expenditures in this category include:

- Implementing the strategies developed in the 2019 Contra Costa Electric Vehicle Readiness Blueprint and subsequent updates
- Reducing transportation-related greenhouse gases through the utilization of a cleaner vehicle fleet, including alternative fuels and/or locally produced energy
- Preparing for a growing fleet of zero-emission vehicles by facilitating the installation of electric charging stations or alternative fuels
- Increasing utilization of nonautomobile types of transportation by expanding walking and biking paths and transit options
- Using demand management strategies designed to reduce congestion, increase use of nonautomobile transportation, increase occupancy of autos, manage existing infrastructure, and reduce greenhouse gas emissions
- Managing parking supply to improve availability, utilization, and to reduce congestion and greenhouse gas production

Funding is intended to match regional, state, or federal grants and private-sector investment to achieve maximum benefits. CCTA will develop and adopt guidelines for a competitive project-selection process for the use of these funds.



# POLICY STATEMENTS

## The Growth Management Program (GMP)

Coupled with the Transportation Expenditure Plan (TEP) is Contra Costa's unique and well-tested program for managing growth. The overall goal of the GMP is to preserve and enhance the quality of life and promote a healthy, strong economy to benefit the people and areas of Contra Costa through a cooperative, multijurisdictional process for managing growth, while maintaining local authority over land-use decisions.<sup>1</sup>

The objectives of the GMP are to:

- Assure that new residential, business, and commercial growth pays for the facilities required to meet the demands resulting from that growth
- Require cooperative transportation and land-use planning among Contra Costa County, cities/towns, and transportation agencies
- Support land-use patterns within Contra Costa that make more efficient use of the transportation system, consistent with the General Plans of local jurisdictions
- Support infill and redevelopment in existing urban and brownfield areas

The Measure J GMP, which includes Principles of Agreement for Establishing the Urban Limit Line (ULL), is augmented and superseded by this 2020 TEP.

1. The Authority will, to the extent possible, attempt to harmonize the GMP and the State-mandated Congestion Management Program (CMPs). To the extent they conflict, CMP activities shall take precedence over the GMP activities.

## COMPONENTS

To receive its share of funding from the following categories:

- 2020 TEP Modernize Local Roads & Improve Access to Job Centers and Housing
- Measure J Local Streets Maintenance & Improvements
- Measure J Transportation for Livable Communities (TLC)

each jurisdiction must:

### 1. Adopt a Growth Management Element (GME)

Each jurisdiction must adopt, or maintain in place, a GME as part of its General Plan that outlines the jurisdiction's goals and policies for managing growth and requirements for achieving those goals. The GME must show how the jurisdiction will comply with sections 2–9 below. The Contra Costa Transportation Authority (Authority) will refine its model GME and administrative procedures in consultation with the Regional Transportation Planning Committees (RTPCs) to reflect the revised GMP.

Each jurisdiction is encouraged to incorporate other standards and procedures into its GME to support the objectives and required components of this GMP.

### 2. Adopt a Development Mitigation Program

Each jurisdiction must adopt, or maintain in place, a Development Mitigation Program to ensure that new growth is paying its share of the costs associated with that growth. This program shall consist of both a local program to mitigate impacts on local streets and other facilities, and a regional program to fund regional and subregional transportation projects, consistent with the Countywide Transportation Plan (CTP).

The jurisdiction's local Development Mitigation Program shall ensure that revenue provided from this measure shall not be used to replace private developer funding that has or would have been committed to any project.

The regional Development Mitigation Program shall establish fees, exactions, assessments, or other mitigation measures to fund regional or subregional transportation improvements needed to mitigate the impacts of planned or forecast development. Regional mitigation programs may adjust such fees, exactions, assessments or other mitigation measures when developments are within walking distance of frequent transit service or are part of a mixed-use development of sufficient density and with necessary facilities to support greater levels of walking and bicycling.

Each RTPC shall develop the regional Development Mitigation Program for its region, taking account of planned and forecast growth and the Multimodal Transportation Service Objectives (MTSOs) and actions to achieve them established in the Action Plans for Routes of Regional Significance. RTPCs may use existing regional mitigation programs, if consistent with this section, to comply with the GMP.

### 3. Address Housing Options

Each jurisdiction shall demonstrate reasonable progress in providing housing opportunities for all income levels as part of a report on the implementation of the actions outlined in its adopted Housing Element. The report will demonstrate progress by one of the following:

- Comparing the number of housing units approved, constructed, or occupied within the jurisdiction over the preceding five years with the average number of units needed each year to meet the housing objectives established in the jurisdiction's Housing Element
- Illustrating how the jurisdiction has adequately planned to meet the existing and projected housing needs through the adoption of land use plans and regulatory systems that provide opportunities for, and do not unduly constrain, housing development
- Illustrating how a jurisdiction's General Plan and zoning regulations facilitate the improvement and development of sufficient housing to meet those objectives

Jurisdictions will provide prepared reports regarding the production and preservation of affordable units as provided for in the Annual Housing Elements Progress Report and subsequent reports.

Each jurisdiction shall demonstrate meaningful progress in preserving existing affordable units for lower-income residents by adopting and implementing locally appropriate antidisplacement and affordable housing policies, for example, preservation of affordable housing, density bonus ordinance and/or inclusionary zoning, to support community stabilization.





Jurisdictions are subject to California's Surplus Land Act, which includes the disposition of surplus land, and each jurisdiction will affirm whether it complies with the surplus Land Act and whether it maintains an inventory of all public land in its jurisdiction that adheres to applicable Surplus Land Act and Government Code 50569 requirements and makes the inventory available to the public.

Each jurisdiction will indicate whether it adheres to applicable local, state, or federal policies or laws regarding tenant protection and whether it has prepared the reports required by such policies or laws and made the reports available to the public.

In addition, each jurisdiction shall consider the impacts that its land use and development policies have on the local, regional, and countywide transportation system, including the level of transportation capacity that can reasonably be provided, and shall incorporate policies and standards into its development approval process that support transit, bicycle, and pedestrian access in new developments.

#### **4. Participate in an Ongoing Cooperative, Multijurisdictional Planning Process**

Each jurisdiction shall participate in an ongoing process with other jurisdictions and agencies, the RTPCs and the Authority to create a balanced, safe, and efficient transportation system and to manage the impacts of growth. Jurisdictions shall work with the RTPCs to:

- a. Identify Routes of Regional Significance and MTSOs or other tools adopted by the Authority for measuring performance and quality of service along routes of significance—collectively referred to as MTSOs—for those routes and actions for achieving those objectives
- b. Apply the Authority's travel demand model and technical procedures to the analysis of General Plan Amendments and developments exceeding specified thresholds for their effect on the regional transportation system, including on Action Plan objectives
- c. Create the Development Mitigation Programs outlined in section 2 above
- d. Help develop other plans, programs, and studies to address other transportation and growth management issues

In consultation with the RTPCs, each jurisdiction will use the travel demand model to evaluate changes to local General Plans and the impacts of major development projects for their effects on the local and regional transportation system and the ability to achieve the MTSOs established in the Action Plans.

Jurisdictions shall also participate in the Authority's ongoing countywide comprehensive transportation planning process. As part of this process, the Authority shall support countywide and subregional planning efforts, including the Action Plans for Routes of Regional Significance, and shall maintain a travel demand model. Jurisdictions shall help maintain the Authority's travel demand modeling system by providing information on proposed improvements to the transportation system and planned and approved development within the jurisdiction.

#### **5. Continuously Comply with an Urban Limit Line (ULL)**

To be found in compliance with this element of the Authority's GMP, all jurisdictions must continually comply with an applicable voter approved ULL. Said ULL may either be the Contra Costa County voter approved ULL (County ULL) or a locally initiated, voter approved ULL (LV-ULL).

Additional information and detailed compliance requirements for the ULL are fully defined in the ULL Compliance Requirements, which are incorporated herein.

Either of the following actions by a local jurisdiction will constitute noncompliance with the GMP:

- a. The submittal of an annexation request to the Local Agency Formation Commission (LAFCO) for lands outside of a jurisdiction's applicable ULL.
- b. Failure to conform to the Authority's ULL Compliance Requirements.

#### **6. Develop a Five-Year Capital Improvement Program (CIP)**

Each jurisdiction shall prepare and maintain a CIP that outlines the capital projects needed to implement the goals and policies of the jurisdiction's General Plan for at least the following five-year period. The CIP shall include approved projects and an analysis of the costs of the proposed projects as well as a financial plan for providing the improvements. The jurisdiction shall forward the transportation component of its CIP to the Authority for incorporation into the Authority's database of transportation projects.



## 7. **Adopt a Transportation Systems Management (TSM) Ordinance or Resolution**

To promote carpools, vanpools, and park-and-ride lots, each jurisdiction shall adopt a local ordinance or resolution that conforms to the model TSM ordinance that the Authority has drafted and adopted. Upon approval of the Authority, cities/towns with a small employment base may adopt alternative mitigation measures in lieu of a TSM ordinance or resolution.

## 8. **Adopt Additional Growth Management Policies, as applicable**

Each jurisdiction shall adopt and thereafter continuously maintain the following policies (where applicable):

- a. Hillside Development Policy
- b. Ridgeline Protection Policy
- c. Wildlife Corridor Policy
- d. Creek Development Policy

Where a jurisdiction does not have a developable hillside, ridgeline, wildlife corridor, or creek, it need not adopt the corresponding policy. An ordinance that implements the East Contra Costa Habitat Conservation Plan (HCP)/Natural Community Preservation Plan Act (NCCP) shall satisfy the requirement to have an adopted Wildlife Corridor Policy and Creek Development Policy. In addition to the above, jurisdictions with Prime Farmland and Farmland of Statewide Importance (Prime/Statewide)—as defined by the California Department of Conservation and mapped by the Farmland Mapping and Monitoring Program—within their planning areas but outside of their city/town shall adopt and thereafter continuously maintain an Agricultural Protection Policy. The policy must ensure that potential impacts of converting Prime/Statewide outside the ULL to other uses are identified and disclosed when considering such a conversion. The applicable policies are required to be in place by no later than July 1, 2022.

## 9. **Adopt a Complete Streets Policy and Vision Zero Policy**

Each jurisdiction shall adopt a Complete Streets Policy, consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Authority's Complete Streets Policy, which accommodates all users of travel modes in the public right-of-way. Each jurisdiction shall also adopt a Vision Zero Policy that substantially complies with the Authority's Model Vision Zero Policy and reflects best practices for street design elements and programs to mitigate human error and quantifiably

improve the traffic safety of all users in the planning, design, and construction of projects funded with Measure funds. Jurisdictions shall document their level of effort to implement these policies, including during requests for funding, peer review of project design, and as part of the newly added compliance requirement in the biennial GMP Checklist.

## **ALLOCATION OF FUNDS**

Portions of the monies received from the retail transaction and use tax will be returned to the local jurisdictions (the cities/towns and County) for use on local, subregional, and/or regional transportation improvements and maintenance projects. Receipt of all such funds requires compliance with the GMP and the allocation procedures described below. The funds are to be distributed on a formula based on population and road miles.

Each jurisdiction shall demonstrate its compliance with all of the components of the GMP in a completed compliance checklist. The jurisdiction shall submit, and the Authority shall review and make findings regarding the jurisdiction's compliance with the requirements of the GMP, consistent with the Authority's adopted policies and procedures.

If the Authority determines that the jurisdiction complies with the requirements of the GMP, it shall allocate to the jurisdiction its share of 2020 TEP funding from the Modernize Local Roads & Improve Access to Job Centers and Housing category and its share of Measure J Local Streets Maintenance & Improvements funding. Jurisdictions may use funds allocated under this provision to comply with these administrative requirements.

If the Authority determines that the jurisdiction does not comply with the requirements of the GMP, the Authority shall withhold funds and also make a finding that the jurisdiction shall not be eligible to receive Measure J TLC funds until the Authority determines that the jurisdiction has achieved compliance. The Authority's findings of noncompliance may set deadlines and conditions for achieving compliance.

Withholding of funds, reinstatement of compliance, reallocation of funds, and treatment of unallocated funds shall be as established in adopted Authority policies and procedures.

## Urban Limit Line (ULL) Compliance Requirements

**Definitions—the following definitions apply to the GMP ULL requirement:**

### 1. Urban Limit Line (ULL):

A ULL, urban growth boundary, or other equivalent physical boundary judged by the Authority to clearly identify the physical limits of the local jurisdiction's future urban development.

### 2. Local Jurisdictions:

Includes Contra Costa County, the 19 cities and towns within Contra Costa, plus any newly incorporated cities or towns established after July 1, 2020.

### 3. County ULL:

County ULL: A ULL placed on the ballot by the Contra Costa County Board of Supervisors, approved by voters at a countywide election, and in effect through the applicable GMP compliance period. The current County ULL was established by Measure L and approved by voters in 2006.

The following local jurisdictions have adopted the County ULL as their applicable ULL:

City of Brentwood	Town of Moraga
City of Clayton	City of Oakley
City of Concord	City of Orinda
Town of Danville	City of Pinole
City of El Cerrito	City of Pleasant Hill
City of Hercules	City of Richmond
City of Lafayette	City of San Pablo
City of Martinez	City of Walnut Creek

### 4. Local Voter ULL (LV-ULL):

Local Voter ULL (LV-ULL): A ULL or equivalent measure placed on the local jurisdiction ballot, approved by the jurisdiction's voters, and recognized by action of the local jurisdiction's legislative body as its applicable, voter-approved ULL. The LV-ULL will be used as of its effective date to meet the Authority's GMP ULL requirement and must be in effect through the applicable GMP compliance period.

The following local jurisdictions have adopted a LV-ULL:

City of Antioch	City of Pittsburg
City of San Ramon	

### 5. Minor Adjustment:

An adjustment to the ULL of 30 acres or less is intended to address unanticipated circumstances.

### 6. Other Adjustments:

Other adjustments that address issues of unconstitutional takings and conformance to state and federal law.

## REVISIONS TO THE ULL

1. A local jurisdiction that has adopted the County ULL as its applicable ULL may revise its ULL with local voter approval at any time during the term of the Authority's GMP by adopting a LV-ULL in accordance with the requirements outlined for a LV-ULL contained in the definitions section.
2. A local jurisdiction may revise its LV-ULL with local voter approval at any time during the term of the Authority's GMP if the resultant ULL meets the requirements outlined for a LV-ULL contained in the definitions section.
3. If voters, through a countywide ballot measure, approve a revision to the County ULL, the legislative body of each local jurisdiction relying on the County ULL shall:
  - a. Accept and approve its existing ULL to continue as its applicable ULL, or
  - b. Accept and approve the revised County ULL as its applicable ULL, or
  - c. Adopt a LV-ULL in accordance with the requirements outlined for a LV-ULL contained in the definitions section

However, if any Countywide measure to approve a revision to the County ULL fails, then the legislative body of each local jurisdiction relying on the prior County ULL may accept and approve the existing County ULL.

4. Local jurisdictions may, without voter approval, enact Minor Adjustments to their applicable ULL subject to a vote of at least 4/5 of the jurisdiction's legislative body and meeting the following requirements:
  - a. Minor adjustment shall not exceed 30 acres.
  - b. Adoption of at least one of the findings listed in the County's Measure L (§82-1.018 of County Ordinances 200606 § 3, 91-1 § 2, 90-66 § 4), which include:



- A natural or man-made disaster or public emergency has occurred that warrants the provision of housing and/or other community needs within land located outside the ULL
  - An objective study has determined that the ULL is preventing the jurisdiction from providing its fair share of affordable housing or regional housing, as required by state law, and the governing elected legislative body finds that a change to the ULL is necessary and is the only feasible means to enable the County jurisdiction to meet these requirements of state law
  - A majority of the cities/towns that are party to a preservation agreement and the County have approved a change to the ULL affecting all or any portion of the land covered by the preservation agreement
  - A minor change to the ULL will more accurately reflect topographical characteristics or legal boundaries
  - A five-year cyclical review of the ULL has determined, based on the criteria and factors for establishing the ULL set forth in Contra Costa County Code (Section 82-1.010), that new information is available (from city/town, County growth management studies, or otherwise) or circumstances have changed, warranting a change to the ULL
  - An objective study has determined that a change to the ULL is necessary or desirable to further the economic viability of the East Contra Costa County Airport, and either (i) mitigate adverse aviation-related environmental or community impacts attributable to Buchanan Field, or (ii) further the County's aviation related needs
  - A change is required to conform to applicable California or Federal law
- c. Adoption of a finding that the proposed Minor Adjustment will have a public benefit. Said public benefit could include, but is not necessarily limited to, enhanced mobility of people or goods, environmental protections or enhancements, improved air quality or land use, enhanced public safety or security, housing or jobs, infrastructure preservation, or other significant positive community effects as defined by the local land use authority. If the proposed Minor Adjustment to the ULL is proposed to accommodate housing or commercial development, said proposal must include permanent environmental protections or enhancements, such as the permanent protection of agricultural lands, the dedication of open space or the establishment of permanent conservation easements.
- d. The Minor Adjustment is not contiguous to one or more non-voter approved Minor Adjustments that in total exceeds 30 acres.
  - e. The Minor Adjustment does not create a pocket of land outside the existing ULL, specifically to avoid the possibility of a jurisdiction wanting to fill in that land subsequently through separate adjustments.
  - f. Any jurisdiction proposing to process a Minor Adjustment to its applicable ULL that impacts FMMP is required to have an adopted Agricultural Protection Ordinance or must demonstrate how the loss of these agricultural lands will be mitigated by permanently protecting farmland.
5. A local jurisdiction may revise its LV-ULL, and the County may revise the County ULL, to address issues of unconstitutional takings or conformance to State or Federal law.

## CONDITIONS OF COMPLIANCE

1. Submittal of an annexation request by a local jurisdiction to LAFCO outside of an approved ULL will constitute non-compliance with the GMP.
2. For each jurisdiction, an applicable ULL shall be in place through each GMP compliance reporting period for the local jurisdiction to be found in compliance with the GMP requirements.
3. Submittal of an annexation request for land outside an approved ULL by a third party to LAFCO will constitute noncompliance with the GMP, if the local jurisdiction: (1) submits a "will serve" letter to LAFCO. A "will serve" letter determines the applicant's ability and willingness to serve the subject area and any further development, (2) utilizes an existing applicable tax sharing agreement, and/or (3) enters into a new tax sharing agreement for the annexation request.

## Transit Policy

### VISION

This Transportation Expenditure Plan (TEP) envisions a transportation system that provides reliable, safe, comfortable and convenient access for all users of the transportation system, regardless of mode choice and travel characteristics. The TEP further envisions a public transit system that provides convenient, safe, affordable, and reliable service and which offers an attractive alternative to private automobile usage. The Transit Policy Vision includes the infrastructure needed to accommodate a more robust transportation system for Contra Costa County that promotes greater use of transit and other shared mobility alternatives by prioritizing the movement of people rather than single-occupancy vehicles across the network. The TEP aims to improve transit countywide and reduce commute travel times, deliver more frequent and reliable service, expand transit service areas, and provide better connections to and from transit by various modes of mobility options. Improving the coordination among transit operators and integrating the existing transit systems with new technological tools and platforms to enhance customer access and experience should increase the share of residents and employees who choose public transit. Doing so will reduce congestion, improve air quality, and accommodate a growing population.

To achieve this vision, the TEP allocates more than one-half of the expected sales tax revenue to Transit and Alternative Modes and approximately one-quarter for local road improvements. To provide the maximum benefits to Contra Costa residents, the Contra Costa Transportation Authority (Authority) adopts the following policies and principles for use of transit funds authorized in the TEP:

### POLICY

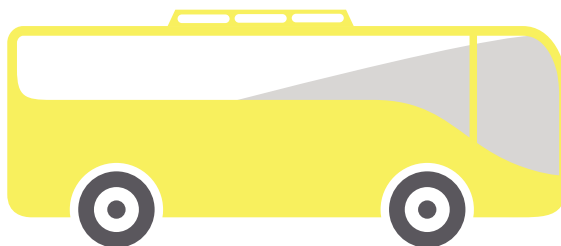
1. The Policy shall promote Transit First and guide the development of an Integrated Transit Plan (ITP). In the context of this Policy, Transit First considers the following to provide a seamless and integrated transportation system:
  - a. Decisions regarding the use of limited public street and sidewalk space shall prioritize the use

of public rights-of-way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety.

- b. Transit-priority improvements, such as designated transit lanes and streets and improved signalization, shall be made to expedite the movement of public transit vehicles and to improve safety for people who bike and walk.
  - c. Pedestrian areas shall be enhanced wherever possible to improve the safety and comfort of pedestrians and to encourage travel by foot.
  - d. Bicycling shall be promoted by encouraging safe streets for riding, providing convenient access to transit, and increasing the availability of bicycle lanes and secure bicycle parking.
  - e. Parking policies for areas well served by public transit shall be designed to encourage travel by public transit and alternative transportation.
  - f. The ability to reduce traffic congestion depends on the adequacy of regional public transportation. The cities/towns and County shall promote the use of transit and the continued development of an integrated and reliable regional public transportation system.
  - g. The cities/towns and County shall encourage innovative solutions to meet public transportation needs wherever possible.
2. All transit operators that receive funding from the TEP shall participate in the development of an ITP to identify how to utilize funding to better coordinate and integrate transit services countywide. The ITP should guide how the TEP funding dedicated to Transit and Alternative Modes categories can be used to implement the Transit Policy Vision:
  - a. The ITP will be developed and managed under the leadership of the Authority and the County's transit operators. The Authority and the transit operators shall coordinate with transportation service providers in Contra Costa to inform the development of the ITP. Transit operators shall consult with the Regional Transportation Planning Committees (RTPCs) in developing the ITP.
  - b. The ITP will focus on delivering a streamlined and unified experience for the customer across all modes

and transit operators should identify transit service investments (i.e., new routes, service hours, frequency), capital projects/assets (i.e., transit centers, bus stops, stop amenities, vehicles), and transit priority measures (i.e., transit signal priority, bus lanes, queue jumps) to be funded from the TEP.

- c. The ITP shall demonstrate reduction in vehicle-miles traveled (VMT) per capita and greenhouse gas (GHG) emissions to meet the Authority's countywide goals. Transit service investments, capital projects/assets, and transit priority measures to be funded from the TEP shall reduce VMT and GHG emissions or participate in the VMT Mitigation Program.
  - d. Prioritization for TEP funding should consider projects that can leverage other state, federal, or local funding.
  - e. The ITP shall be updated at least every five years to address new technology opportunities, any changes in demand, and other conditions.
3. Transit operators in Contra Costa County shall incorporate the findings and recommendations of the ITP pertinent to each operator's service area into their respective Short-Range Transit Plans (SRTP). The SRTPs shall be reviewed for consistency with the ITP associated with this TEP.
  4. Allocations pursuant to this TEP will be made in support of the recommendations in the ITP. Any recommendations in the ITP shall include performance measures to achieve continued funding.
  5. The Authority expects transit operating funds from the TEP to be used to support the vision of this policy. In the event that TEP funds must be used to support other transit services as a result of reduction of operating funds from other sources or due to other financial concerns, the transit operator shall update its SRTP and submit to the Authority.
  6. The Authority expects that public agencies and transit operators leverage new and emerging technologies to improve service and to address first-mile/last-mile connections between transit stops and other traveler destinations. These technologies may include, but not be limited to, ride hailing partnerships, autonomous shuttles, shared mobility (bikes, scooters, cars), and mobility-on-demand platforms that best fit within each transit operator's service area. The ITP should address how these technology services function within and among service boundaries and provide a seamless experience countywide for customers.
  7. The Authority expects that recipients of TEP funding create, analyze, and seize opportunities for fare and schedule integration among transit operators and any technology services adopted. Focus should be placed on reducing inconveniences associated with transferring between services and on having a cost-effective, universally accepted digital payment method. The ITP should address how Contra Costa transit operators can maximize benefits of fare payment and schedule integration while acknowledging current efforts by various agencies to achieve the same goal.
  8. The Authority will not fund construction of any transit capital improvement until the project sponsor demonstrates how the project would increase ridership and/or decrease VMT. Funding for planning and design—including demonstration pilots—is not subject to this requirement.
  9. All recipients of funding through this TEP shall consider and accommodate, wherever possible, the principles of Transit First in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system.
  10. All transit operators that receive funding from the TEP shall report how received funding benefits Communities of Concern and low-income residents in their jurisdictions and service areas. The ITP should ensure proportionally greater benefits to Communities of Concern and low-income residents.





## Complete Streets Policy

### VISION

This Plan envisions a transportation system and infrastructure in which each component provides safe, comfortable, and convenient access for users of all ages and abilities. These users include pedestrians, bicyclists, transit riders, automobile drivers, taxis, Transportation Network Companies (TNCs) and their passengers, and truckers as well as people of varying abilities, including children, seniors, people with disabilities, and able-bodied adults. The goal of every transportation project is to provide safer, more accessible facilities for all users. All projects shall be planned, designed, constructed, and operated to prioritize users' life safety and accommodate the Complete Streets concept.

By making streets more efficient and safer for all users, a Complete Streets approach will expand capacity and improve mobility for all users, giving commuters convenient options for travel and minimizing the need to widen roadways.

### POLICY

To achieve this vision, all recipients of funding through this Plan shall consider and accommodate, wherever possible and subject to the exceptions listed in this Policy, the needs of all users in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system. This determination shall be consistent with the exceptions listed below. Achieving this vision will require balancing the needs of different users and may require reallocating existing rights-of-way (ROW) for different uses.

The Authority shall revise its project development guidelines to require the consideration and accommodation of all users in the design and construction of projects funded with measure funds and shall adopt peer review and design standards to implement that approach. The guidelines will allow flexibility in responding to the context of each project and the needs of users specific to the project's context and will build on accepted best practices for complete streets and context-sensitive design.

To ensure that this policy is carried out, the Authority shall prepare a checklist that project sponsors using measure

funds must submit. This checklist will document how the needs of all users were considered and how they were accommodated in the design and construction of the project. In the checklist, the sponsor will outline how they provided opportunity for public input, in a public forum, from all users early in the project development and design process. This includes regular public review of agency repaving programs. If the proposed project or program will not provide context-appropriate conditions for all users, the sponsor shall document the reasons why in the checklist, consistent with the following section on "exceptions" below. The completed checklist shall be made part of the approval of programming of funding for the project or the funding allocation resolution.

Recipients of 2020 TEP funding for the Modernize Local Roads and Improve Access to Job Centers and Housing category and Measure J TEP Funding from Local Maintenance and Improvements shall adopt procedures that ensure that all agency departments consider and accommodate the needs of all users for projects or programs affecting public ROW for which the agency is responsible. These procedures shall:

1. Be consistent with the California Complete Streets Act of 2008 (AB 1358)
2. Be consistent with and be designed to implement each agency's General Plan Policies once that plan has been updated to comply with the California Complete Streets Act of 2008 and the Authority's Complete Streets Policy
3. Involve and coordinate the work of all agency departments and staff whose projects will affect the public ROW
4. Meet or exceed the Complete Street design standards adopted by the Authority
5. Be consistent with the adopted Local Jurisdiction Complete Streets Policy and Authority's Complete Street Policy herein
6. Promote proactive data collection and traffic system monitoring using next generation technology, such as advance detection systems
7. Provide opportunity for public review by all potential users early in the project development and design phase so that options can be fully considered. This review could be done through an advisory committee such as a Bicycle and Pedestrian Advisory Committee or as part of the review of the agency's CIP

As part of their biennial GMP checklist, agencies shall list projects funded by the Measure and detail how those projects accommodated users of all modes by applying Transit, Complete Streets, and Vision Zero Policies.

As part of the multijurisdictional planning required by the GMP, agencies shall work with the Authority and the RTPCs to harmonize the planning, design, and construction of transportation facilities for all modes within their jurisdiction with the plans of adjoining and connecting jurisdictions.

## EXCEPTIONS

Project sponsors may provide a lesser accommodation or forgo Complete Street accommodation components when the public works director or equivalent agency official finds that:

1. Pedestrians, bicyclists, or other users are prohibited by law from using the transportation facility
2. The cost of new accommodation would be excessively disproportionate to the need or probable use. If meeting adopted design standards is cost prohibitive, the proposed project improvements should be phased, or a more cost-effective solution should be provided
3. The sponsor demonstrates that such accommodation is not needed based on objective factors including:
  - a. Current and projected user demand for all modes based on current and future land use
  - b. Lack of identified conflicts, both existing and potential, between modes of travel

Project sponsors shall explicitly approve exception findings as part of the approval of any project using measure funds to improve streets classified as a major collector or above.<sup>1</sup> Prior to this project, sponsors must provide an opportunity for public input at an approval body (that regularly considers design issues) and/or the governing board of the project sponsor.

<sup>1</sup> Major Collectors and above, as defined by the California Department of Transportation (Caltrans) California Road System (CRS) map.

## Advance Mitigation Program

The Authority is committed to participate in the creation and funding of an Advance Mitigation Program (AMP) as an innovative way to advance needed infrastructure projects more efficiently and provide more effective conservation of our natural resources, watersheds and wetlands, and agricultural lands. As a global biodiversity hot spot, the Bay Area and Contra Costa County host an extraordinarily rich array of valuable natural communities and ecosystems that provides habitat for rare plants and wildlife and supports residents' health and quality of life by providing clean drinking water, clean air, opportunities for outdoor recreation, adaptation to climate change, and protection from disasters like flooding and landslides.

Assembly Bill No. 2087 (AB 2087) outlines a program for informing science-based, nonbinding, and voluntary conservation actions and habitat enhancement actions that would advance the conservation of focal species, natural communities, and other conservation elements at a regional scale. The AMP used AB 2087 and subsequent guidance to integrate conservation into infrastructure agencies' plans and project development well in advance and on a regional scale to reduce potential impacts of transportation projects, as well as to drive mitigation dollars to protect regional conservation priorities and protect important ecological functions, watersheds and wetlands, and agricultural lands that are at threat of loss. The AMP will provide environmental mitigation activities specifically required under the California Environmental Quality Act of 1970 (CEQA), National Environmental Policy Act of 1969 (NEPA), Clean Water Act Section 401 and Section 404, and other applicable regulations in the implementation of the major highway, transit, and regional arterial and local streets and roads projects identified in the Plan. Senate Bill 1 (SB 1) (2017) created the AMP at Caltrans to enhance opportunities for the department to work with stakeholders to identify important project mitigation early in the project development process and improve environmental outcomes by mitigating the effects of transportation projects. The Authority's AMP compliments advance mitigation funding from SB 1.

The Authority's participation in an AMP is subject to the following conditions:

1. Development and approval of a Regional Conservation Investment Strategy (RCIS) that identifies conservation priorities and mitigation opportunities for all of Contra Costa County. The RCIS established conservation goals and includes



countywide opportunities and strategies that are, among other requirements, consistent with and that support the East Contra Costa Habitat Conservation Plan (HCP)/Natural Community Preservation Plan Act (NCCP). The RCIS will identify mitigation opportunities for all areas of the County to ensure that mitigation occurs in the vicinity of the project impact to the greatest extent possible. The Authority will review and approve the RCIS, in consultation with the RTPCs, prior to the allocation of funds for the AMP.

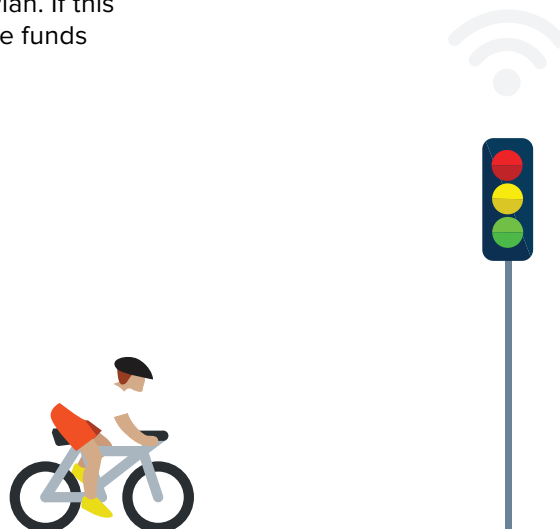
2. Development of a Project Impacts Assessment (PIA) that identifies the portfolio of projects to be included in the Advance Mitigation Program and the estimated costs for mitigation of the environmental impacts of the projects. The Authority will review and approve the PIA prior to the allocation of funds for the AMP. The PIA and estimated costs do not in any way limit the amount of mitigation that may be necessary or undertaken for the environmental impacts of the projects.
3. Development of the legislative and regulatory framework necessary to implement an AMP in Contra Costa County.
4. The identification of the Implementing Agency to administer the AMP for Contra Costa County or portions of the Bay Area, including Contra Costa County.

The Authority will determine the amount of funds to be dedicated to this program following the satisfaction of the above conditions. Funds from the Plan will be allocated consistent with the Regional Conservation Assessment/Framework to fund environmental mitigation activities required in the implementation of the major highway, transit and regional arterial and local streets and roads projects identified in the Plan. If this approach cannot be fully implemented, these funds

shall be used for environmental mitigation purposes on a project-by-project basis. Mitigation required for future transportation improvements identified in the Plan are not limited by the availability of funding or mitigation credits available in the Program.

All projects funded from the TEP are eligible for inclusion in the AMP. Note that some projects are within the East Contra Costa County HCP/NCCP. The AMP provides an opportunity to meet species mitigation needs on projects that cannot be met by East Contra Costa County HCP/NCCP.

Pursuant to Senate Bill No. 743, which reformed the process for California Environmental Quality Act (CEQA) review of transportation impacts to align with greenhouse gas emissions reduction goals, the Governor's Office of Planning and Research (OPR) identified vehicle-miles traveled (VMT) as the key metric to measure transportation impacts under CEQA. As a result, projects will be expected to demonstrate a reduction in VMT to meet the Authority's goal to reduce VMT per capita and GHG emissions countywide. The Authority will begin development of an innovative countywide program to identify a broad portfolio of mitigation measures that will be funded through aggregation of funds and deployed to support top-priority VMT reducing projects and strategies throughout the County. The VMT Mitigation Program will consider the structure of the program, legal framework to comply with CEQA and Mitigation Fee Act, and program design, such as project selection and prioritization, measurement, evaluation, verification, reporting, equity, and monitoring. The amount of VMT mitigated will be for the planning horizon for each project.



## Taxpayer Safeguards and Accountability Policy

### GOVERNING STRUCTURE

#### Governing Body and Administration

The Authority is governed by a Board composed of 11 members, all elected officials, with the following representation:

- Two members from the Central County Regional Transportation Planning Commission (RTPC), also referred to as Transportation Partnership and Cooperation (TRANSPAC)
- Two members from the East County RTPC, also referred to as East County Transportation Planning Committee (TRANSPLAN)
- Two members from the Southwest County RTPC, also referred to as Southwest Area Transportation Committee (SWAT)
- Two members from the West County RTPC, also referred to as West County Contra Costa County Transportation Advisory Committee (WCCTAC)
- One member from the Conference of Mayors
- Two members from the Board of Supervisors

The Authority Board also includes three (3) ex officio, non-voting members that are appointed by the MTC, BART, and the Public Transit Operators in Contra Costa County.

The four subregions within Contra Costa—Central, West, Southwest and East County—are each represented by a Regional Transportation Planning Commission (RTPC). Central County (TRANSPAC subregion) includes Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek, and the unincorporated portions of Central County. West County (WCCTAC subregion) includes El Cerrito, Hercules, Pinole, Richmond, San Pablo, and the unincorporated portions of West County. Southwest County (SWAT subregion) includes Danville, Lafayette, Moraga, Orinda, San Ramon and the unincorporated portions of Southwest County.

East County (TRANSPLAN subregion) includes Antioch, Brentwood, Oakley, Pittsburg, and the unincorporated portions of East County.

#### Public Oversight Committee

The Public Oversight Committee (POC) shall provide diligent, independent, and public oversight of all expenditures of Measure funds by Authority or recipient agencies (County, cities/towns, transit operators, etc.). The POC will report to the public and focus its oversight on the following:

- Review of allocation and expenditure of Measure funds to ensure that all funds are used consistent with the Measure
- Review of fiscal audits of Measure expenditures
- Review of performance audits of projects and programs relative to performance criteria established by the Authority, and if performance of any project or program does not meet its established performance criteria, identify reasons why and make recommendations for corrective actions that can be taken by the Authority Board for changes to project or program guidelines
- Review of application of the performance-based review policy and provide input and recommendations for the development of associated guidelines
- Review of the maintenance of effort compliance requirements of local jurisdictions for local streets, roads, and bridges funding
- Review of each jurisdiction's GMP Checklist and compliance with the GMP Policies

The POC shall prepare an annual report that includes an account of the POC's activities during the previous year, its review and recommendations relative to fiscal or performance audits, and any recommendations made to the Authority Board for implementing the TEP. The



report will be noticed in local media outlets throughout Contra Costa County, posted to the Authority website, and made continuously available for public inspection at Authority offices. The report shall be composed of easy-to-understand language that is not produced in an overly technical format. The POC shall make an annual presentation to the Authority Board summarizing the annual report subsequent to its release.

POC members shall be selected by the Authority to reflect community, business organizations, and other interests within the County. The goal of the membership makeup of the POC is to provide a balance of viewpoints, including, but not limited to, geography, age, gender, ethnicity, and income status to represent the different perspectives of the residents of Contra Costa County. One member will be nominated by each of the four subregions by the RTPCs representing the subregion nominating the member. The Board of Supervisors will nominate one member residing in and representing the County. Twelve members will be nominated by respective organizations representative of interest groups, such as civic and governance involvement, taxpayer advocate, businesses, construction and trades labor, general labor, building and development, disabled, biking and pedestrian, transit, low income, climate change, seniors, environmental, and/or open space organizations operating in Contra Costa County (specific organizations may vary during the life of the Measure). The Authority will consult with the public and active interest groups to solicit, identify nominees, and nominate POC members that represent those areas listed above. The Authority will accept nominations from any member of the public. The Authority will create a process to review possible POC members, including interviews. An interest area will be represented by no more than one POC member. About one-half of the initial member appointments will be for two years and the remaining appointments will be for three-year terms. Thereafter, members will be appointed to two-year terms. Any individual member can serve on the POC for no more than six consecutive years.

POC members will be Contra Costa County residents who are not elected officials at any level of government, or public employees from agencies that either oversee or benefit from the proceeds of the Measure. Membership is restricted to individuals with no economic interest in any of the Authority's projects or programs. If a member's status changes so that he/she no longer meets these requirements, or if a member resigns his/her position on the POC, the Authority Board will issue a new statement of interest from the same stakeholder category to fill the vacant position.

The POC shall meet up to once per month to carry out its responsibility and shall meet at least once every three months. Meetings shall be held at the same location as the Authority Board meetings are usually held, shall be open to the public, and must be held in compliance with California's open meeting law (the Brown Act). Meetings shall be recorded and the recordings shall be posted for the public.

Members are expected to attend all meetings. If a member, without good reason acceptable to the Chair of the POC, fails to attend either (a) two or more consecutive meetings or (b) more than three meetings a year, the Authority Board will request a replacement from the interest group listed above.

The Authority commits to support the oversight process through cooperation with the POC by providing access to project and program information, audits, and other information available to the Authority, and to logistical support so that the POC may effectively perform its oversight function. The POC will have full access to the Authority's independent auditors and may request Authority staff briefings for any information that is relevant to the Measure. The Authority will provide resources for meeting design and process, facilitation, and skill and knowledge building to foster and support the POC's ability to provide meaningful input and recommendations. The POC Chair shall inform the Authority Board Chair and Executive Director of any concern regarding Authority staff's commitment or performance regarding open communication, the timely sharing of information, and teamwork.

The POC shall not have the authority to set policy or to appropriate or withhold funds, nor shall it participate in or interfere with the selection process of any consultant or contractor hired to implement the TEP.

The POC shall not receive monetary compensation except for the reimbursement of travel or other incidental expenses in a manner consistent with other Authority advisory committees. Exceptions may be made by the Authority to reasonably assist members to participate in POC meetings.

To ensure that the oversight by the POC continues to be as effective as possible, the efficacy of the POC Charter (i.e., this document) will be evaluated on a periodic basis and a formal review will be conducted by the Authority Board, Executive Director, and the POC a minimum of every five years to determine if any amendments to this Charter should be made. The formal review will

include a benchmarking of the Committee's activities and Charter with other best-in-class oversight committees. Amendments to this Charter shall be proposed by the POC and adopted or rejected by the Authority Board.

The POC replaces the Authority's existing Citizens Advisory Committee (CAC).

### **Advisory Committees**

The Authority will continue the committees that were established as part of the Transportation Partnership Commission organization as well as other committees that have been utilized by the Authority to advise and assist in policy development and implementation. The committees include:

The RTPCs that were established to develop transportation plans on a geographic basis for subareas of the County, and

- The Technical Coordinating Committee (TCC) that will serve as the Authority's technical advisory committee
- Paratransit Coordinating Council (PCC)
- The Countywide Bicycle and Pedestrian Advisory Committee (CBPAC)
- Bus Transit Coordinating Committee (BTCC)

## **IMPLEMENTING GUIDELINES**

This TEP is guided by principles that ensure the revenue generated by the sales tax is spent only for the purposes outlined in this TEP in the most efficient and effective manner possible, consistent with serving the transportation needs of Contra Costa County. The following Implementing Guidelines shall govern the administration of sales tax revenues by the Authority. Additional detail for certain Implementing Guidelines is found elsewhere in this TEP.

### **Duration of the TEP**

The duration of the TEP shall be for 35 years from July 1, 2020, through June 30, 2055.

### **Administration of the Plan**

#### **1. Funds Only Projects and Programs in the TEP**

Funds collected under this Measure may only be spent for purposes identified in the TEP, as

it may be amended by the Authority governing body. Identification of Projects or Programs in the Plan does not ensure their implementation. As authorized, the Authority may amend or delete Projects and Programs identified in the Plan to provide for the use of additional federal, state, and local funds, to account for unexpected revenue, to maintain consistency with the current Contra Costa Countywide Transportation Plan (CTP), to take into consideration unforeseen circumstances, and to account for impacts, alternatives, and potential mitigation determined during review under the California Environmental Quality Act (CEQA) at such time as each project and program is proposed for approval.

#### **2. All Decisions Made in Public Process**

The Authority is given the fiduciary duty of administering the transportation sales tax proceeds in accordance with all applicable laws and with the TEP. Activities of the Authority will be conducted in public according to state law, through publicly noticed meetings. The annual budgets of Authority, strategic delivery plans, and annual reports will all be prepared for public review. The interest of the public will be further protected by the POC, described previously in the TEP.

#### **3. Salary and Administration Cost Caps**

Revenues may be expended by the Authority for salaries, wages, benefits, overhead, and those services, including contractual services, necessary to administer the Measure. However, in no case shall the expenditures for the salaries and benefits of the staff necessary to perform administrative functions for the Authority exceed one percent (1%) of revenues from the Measure. The allocated costs of Authority staff who directly implement specific projects or programs are not included in the administrative costs.

#### **4. Expenditure Plan Amendments Require Majority Support**

The Authority may review and propose amendments to the TEP and the GMP to provide for the use of additional federal, state, and local funds, to account for unexpected revenues, or to take into consideration unforeseen circumstances. Affected RTPCs and Public Oversight Committee (POC) will participate in the development of the proposed amendment(s). A supermajority (66%) vote of the Authority Board is required to approve an amendment. Any amendment to the TEP that is administrative or less than \$50 million to the Expenditure Plan will require a 45-day period

to comment on the proposed amendment. Any amendments to expenditure categories that total \$50 million or greater, whether submitted as one amendment or a series of related amendments, will require the following:

- a. The need for such amendment shall be properly demonstrated in a regularly scheduled public meeting of the Authority Board.
- b. The Authority shall make a presentation at the earliest possible POC and RTPC meetings outlining the details of the proposed amendment and allow for POC and RTPC input.
- c. No fewer than two special public information and comment sessions shall be held and publicized by the Authority within 90 days following the initial Authority Board meeting.
- d. The proposed amendment will be given a 90-day public comment period.
- e. The proposed amendment shall be voted on during a regularly scheduled Authority Board meeting.

#### **5. Augment Transportation Funds**

Funds generated pursuant to the Measure are to be used to supplement and not replace existing local revenues used for transportation purposes. Any funds already allocated, committed, or otherwise included in the financial plan for any project in the TEP shall be made available for project development and implementation as required in the project's financial and implementation program.

#### **6. Jurisdiction**

The Authority retains sole discretion regarding interpretation, construction, and meaning of words and phrases in the TEP.

### **Taxpayer Safeguards, Audits and Accountability**

#### **7. Public Oversight Committee (POC)**

The POC will provide diligent, independent, and public oversight of all expenditures of Measure funds by Authority or recipient agencies (County, cities/towns, transit operators, etc.). The POC will report to the public and focus its oversight on annual audits, the review and allocation of Measure funds, the performance of projects and programs in the TEP, and compliance by local jurisdictions with the maintenance of effort and GMP described previously in the TEP.

#### **8. Fiscal Audits**

All funds expended by the Authority directly and all funds allocated by formula or discretionary grants to other entities are subject to fiscal audit. Recipients of Measure funds (including but not limited to County, cities/towns, and transit operators) will be audited at least once every five years, conducted by an independent CPA. Any agency found to be in noncompliance shall have its formula sales tax funds withheld until such time as the agency is found to be in compliance.

#### **9. Performance Audits**

All funding categories shall be subject to performance audits by the Authority. Each year, the Authority shall select and perform a focused performance audit on two or three of the funding categories so that at the end of the fourth year, all funding categories are audited. This process shall commence two years after passage of the new sales tax measure. Additional Performance Audits shall continue on a similar cycle for the duration of the TEP. The performance audits shall provide an accurate quantitative and qualitative evaluation of the funding categories to determine the effectiveness in meeting the performance criteria established by the Authority. In the event that any performance audit determines that a funding category is not meeting the performance requirements established by the Authority, the audit shall include recommendations for corrective action including but not limited to revisions to Authority policies or program guidelines that govern the expenditure of funds.

#### **10. Maintenance of Effort (MOE)**

Funds generated by the new sales tax Measure are to be used to supplement and not replace existing local revenues used for streets and highways purposes. The basis of the MOE requirement will be the average of expenditures of annual discretionary funds on streets and highways, as reported to the Controller pursuant to Streets and Highways Code Section 2151 for the three most recent fiscal years before the passage of the Measure, where data is available. The average dollar amount will then be increased once every three years by the construction cost index of that third year. Penalty for noncompliance of meeting the minimum MOE is immediate loss of proportional amount of 2020 TEP funding from Modernize Local Roads and Improve Access to Job Centers and Housing and Measure J TEP funding from Local Streets Maintenance and Improvements funds until MOE compliance is achieved. The audit of the MOE contribution shall be at



least once every five years. Any agency found to be in noncompliance shall be subject to an annual audit for three years after they come back into compliance.

Any local jurisdiction wishing to adjust its MOE requirement shall submit a request for adjustment to the Authority and the necessary documentation to justify the adjustment. The Authority staff shall review the request and shall make a recommendation to the Authority Board. Taking into consideration the recommendation, the Authority Board may adjust the annual average of expenditures reported pursuant to Streets and Highways Code Section 2151. The Authority shall make an adjustment if one or more of the following conditions exists:

- a. The local jurisdiction has undertaken one or more major capital projects during those fiscal years that required accumulating unrestricted revenues (i.e., revenues that are not restricted for use on streets and highways, such as general funds) to support the project during one or more fiscal years.
- b. A source of unrestricted revenue used to support the major capital project or projects is no longer available to the local jurisdiction and the local jurisdiction lacks authority to continue the unrestricted funding source.
- c. One or more sources of unrestricted revenues that were available to the local jurisdiction is producing less than 95 percent of the amount produced in those fiscal years and the reduction is not caused by any discretionary action of the local jurisdiction.
- d. The local jurisdiction Pavement Condition Index (PCI) is 70 or greater, as calculated by the jurisdiction Pavement Management System and reported to the MTC, and the jurisdiction has implemented its synchronized signals plan, and its Complete Streets, Vision Zero, and Transit First policies.

#### **11. Annual Budget and Strategic Delivery Plan**

Each year, the Authority will adopt an annual budget that estimates expected sales tax receipts, other anticipated revenue, and planned expenditures for the year. On a periodic basis, the Authority will also prepare a Strategic Delivery Plan that will identify the priority for projects; the date for project implementation based on project readiness and availability of project funding; the state, federal, and other local funding committed for project implementation; and other relevant criteria.

The annual budget and Strategic Delivery Plan will be adopted by the Authority Board at a public meeting.

#### **12. Requirements for Fund Recipients**

All recipients of funds allocated in this TEP will be required to sign a Master Cooperative Agreement that defines reporting and accountability elements as well as other applicable policy requirements. All funds will be appropriated through an open and transparent public process.

#### **13. Geographic and Social Equity**

The proposed projects and programs to be funded through the TEP constitute a proportional distribution of funding allocations to each subregion in Contra Costa County. The subregional share of projected revenue is based on each subregion's share of the projected overall population in Contra Costa County at the midpoint of the measure. RTPCs must approve any revisions to the proportional distribution of funding allocations in the TEP and Strategic Delivery Plan.

The Authority commits that the TEP will deliver proportionally greater benefits to Communities of Concern (as defined by the Metropolitan Transportation Commission) and low-income residents.

#### **Restrictions on Funds**

#### **14. Expenditure Shall Benefit Contra Costa County**

Under no circumstance may the proceeds of this transportation sales tax be applied for any purpose other than for transportation improvements benefiting residents of Contra Costa County. Under no circumstance may these funds be appropriated by the State of California or any other local government agency as defined in the implementing guidelines.

#### **15. Environmental Review**

All projects funded by sales tax proceeds are subject to laws and regulations of federal, state, and local government, including the requirements of the California Environmental Quality Act (CEQA). Prior to approval or commencement of any project or program included in the TEP, all necessary environmental review required by CEQA shall be completed.

#### **16. Performance-based Project Review**

Before the allocation of any Measure funds for the construction of a project with an estimated cost in excess of \$10 million (or elements of a corridor project with an overall estimated cost in excess of \$10 million), the Authority will 1) verify that the project is consistent with the approved CTP, as it may be

amended, 2) verify that the project is included in the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and 3) require the project sponsor to complete a performance-based review of project alternatives prior to the selection of a preferred alternative. Said performance-based review will include, but not necessarily be limited to, an analysis of the project impacts on greenhouse gas (GHG) emissions, vehicle-miles traveled (VMT), goods movement effectiveness, travel mode share, delay (by mode), safety, maintenance of the transportation system, impact on displacement, affordable housing, social equity, any other environmental effects, and consistency with adopted Authority plans. The Authority may require the evaluation of other performance criteria depending on the specific need and purpose of the project. The Authority will perform review and independent verification of performance-based review submitted by project sponsors.

The Authority is committed to meet the Governor's Executive Order B-16-2012 to reduce transportation-related GHG emissions to 80% below 1990 levels by 2050 and will establish overall VMT per capita and GHG goals countywide. The Authority will expect project sponsors to identify and select a project alternative that reduces GHG emissions as well as VMT per capita to meet the Authority's adopted countywide VMT and GHG goals. Limited exceptions will be identified and a process created to select a project alternative that does not decrease VMT and GHG sufficiently but has other substantial benefits. The Authority will require the project sponsors that select a project alternative that does not decrease VMT and GHG sufficiently to make findings for an exception and require participation in a VMT mitigation program to be developed by the Authority.

Funding for projects that do not decrease VMT and GHG sufficiently will not be allocated until the Authority develops a VMT mitigation program. The VMT mitigation program will define the limited exceptions, substantial benefits, and process to determine adequate findings for those exceptions. The purpose of the VMT Mitigation Program will be to fund projects and programs that reduce VMT, GHG emissions, and traffic congestion in Contra Costa County. The Authority will also prioritize and reward high performing projects by leveraging additional regional and other funding sources. The Authority shall employ a public process to develop and adopt detailed guidelines for evaluating project performance and applying performance criteria in the review and selection of a

preferred project alternative no later than October 1, 2022. The performance criteria will include measurable performance targets and be developed per Section 43.

There will be additional performance-based reviews for actions in five categories of expenditure: Improve Walking and Biking on Streets and Trails, Countywide Major Road Improvement Program, Reduce Emissions and Improve Air Quality, Seamless Connected Transportation Options, and Reduce and Reverse Commutes. The additional review guidelines are outlined in Sections 31-35 of these Implementing Guidelines.

#### **17. Countywide Transportation Plan**

State law allows each county in the San Francisco Bay Area that is subject to the jurisdiction of the regional transportation planning agency to prepare a CTP for the county and cities/towns within the county. Both Measure C and Measure J also require the Authority to prepare and periodically update a CTP for Contra Costa County. State law also created an interdependent relationship between the CTP and regional planning agency. Each CTP must consider the region's most recently adopted Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) while the adopted CTPs must form the "primary basis" for the next RTP and SCS. The Authority shall follow applicable statutes and the most current guidelines for preparing the CTP, as established and periodically updated by the regional transportation planning agency. The Authority shall also use the CTP to convey the Authority's investment priorities, consistent with the long-range vision of the RTP and SCS.

#### **18. Complete Streets**

The Authority has adopted a policy requiring all recipients of funding through this TEP to consider and accommodate, wherever possible, the needs of all users in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system.

#### **19. Road Traffic Safety**

The Authority has adopted a policy requiring all recipients of funding through this TEP shall, wherever possible, systemically incorporate street design elements that quantifiably reduce the risk of traffic-related deaths and severe injuries in the public right-of-way and accommodate the needs of all users in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system.



## 20. Compliance with the GMP

If the Authority determines that a jurisdiction does not comply with the requirements of the GMP, the Authority shall withhold funds and also make a finding that the jurisdiction shall not be eligible to receive 2020 TEP funding from Modernize Local Roads and Improve Access to Job Centers and Housing, Measure J TEP funding from Local Streets Maintenance & Improvements, and Measure J TLC funding until the Authority determines the jurisdiction has achieved compliance, as detailed in the GMP section of the TEP.

## 21. Local Contracting and Good Jobs

The purpose of the current section of the “Implementing Guidelines” portion of the Authority’s Transportation Expenditure Plan (TEP) is to promote efficient and quality construction operations on the included projects, ensure an adequate supply of skilled craftspeople, provide a safe work place, ensure high quality construction, ensure uninterrupted construction projects, secure optimum productivity on schedule performance and Authority and citizen satisfaction, and increase access to quality jobs for Contra Costa residents.

The provisions and requirements found herein shall apply to each contractor and any subcontractors on projects approved by the TEP and administered by Authority.

Authority supports training and apprenticeship opportunities in the construction industry. As such, Authority requires apprentice labor enrolled in or graduated from joint labor-management apprenticeship programs on construction projects estimated to cost \$1 million or greater. Authority will develop guidelines modeled after the California Department of Transportation’s (Caltrans’) Standard Specifications applicable to training an apprentice for the benefit of residents of Contra Costa County. Contractors will be required to comply with the guidelines on construction projects estimated to cost \$1 million or greater.

All those employed on projects approved by the TEP and administered by Authority shall be classified and paid in accordance with the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions.

It is also the intent of Authority to create a policy that encourages contractors to hire residents of Contra Costa County and the other eight Bay Area counties.<sup>2</sup> Therefore, all Authority contracts in excess of \$1 million shall be subject to provisions pursuant to which the contractor is required to make a good faith effort to hire qualified individuals who are residents of Contra Costa County

or any of the other eight Bay Area counties in sufficient numbers so that no less than 40% of the contractor’s total construction workforce, measured in labor work hours, is composed of residents of Contra Costa County or any of the other eight Bay Area counties. The contractor shall require all subcontractors to also make a good faith effort to hire qualified individuals who are residents of Contra Costa County and the other eight Bay Area counties.

The above provision will be implemented to the extent allowed by law and in compliance with funding agreements so as to not jeopardize any funding for the completion of the project.

<sup>2</sup>San Mateo, San Francisco, Alameda, Solano, Napa, Sonoma, Santa Clara, and Marin

## 22. New Agencies

New cities/towns or new entities (such as new transit agencies) that come into existence in Contra Costa County during the life of the TEP may be considered as eligible recipients of funds through a TEP amendment.

## 23. Integrated Transit Plan (ITP)

The Authority has adopted a Transit Policy that envisions a public transit system that provides convenient, safe, affordable, and reliable service that offers an attractive alternative to private automobile usage. All recipients of funding through this TEP shall consider and accommodate, wherever possible, the principles of Transit First in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system. To achieve this vision, the Authority and transit operators will develop an ITP to identify how Contra Costa County transit operators can utilize TEP funding to better coordinate and integrate their services. This ITP will focus on delivering a streamlined and unified experience for the customer across all modes and transit operators. Allocations pursuant to this TEP will be made in support of the findings and recommendations included in the ITP.

All transit operators who receive funding from the TEP shall participate in the development of an ITP. Transit operators shall consult with the RTPCs in developing the ITP in cities, towns, and the County, as applicable, regarding TEP funding for signal synchronization, complete streets, and other investments that could benefit transit. Transit operators shall incorporate the findings and recommendations of the ITP into their respective Short-Range Transit Plans.

The Authority expects that transit operating funds from the Transportation Expenditure Plan be used to support transit service and the ITP. In the event that TEP funds must be used to subsidize existing services as a result of reduction of operating funds from other sources, or due

to other financial concerns, the transit operator shall update its Short-Range Transit Plan and submit it to the Authority.

#### **24. Accessible Transportation for Seniors, Veterans, and People with Disabilities**

An Accessible Transportation Strategic (ATS) Plan will be developed and periodically updated during the term of the Measure. No funding under the Accessible Transportation for Seniors, Veterans, and People with Disabilities category will be allocated until the ATS Plan has been developed and adopted. No funds may be distributed to a service provider until it adopts the plan, except as noted below. The development and delivery of the ATS Plan will establish a user-focused system with a seamless coordinated system using mobility management to ensure coordination and efficiencies in accessible service delivery. The ATS Plan will address and direct funding to both traditional and beyond traditional paratransit services. The ATS Plan will deliver a streamlined, affordable, and unified experience for the customer and address how accessible services are delivered by all service providers where appropriate coordination can improve transportation services, eliminate gaps in service, and find efficiencies in the service delivered. The ATS Plan will identify where coordination can improve transportation services, eliminate gaps in service, and find efficiencies in the service delivered. The ATS Plan will also determine the investments and oversight of the program funding and identify timing, projects, service delivery options, administrative structure, and fund leverage opportunities.

The ATS Plan will be developed by the Authority in consultation with direct users of service; stakeholders representing seniors and people with disabilities who face mobility barriers and nonprofit and publicly operated paratransit service providers. Public transit operators in Contra Costa must participate in the ATS planning process to be eligible to receive funding in this category. The ATS Plan must be adopted no later than December 31, 2020. The development of the ATS Plan will not affect the allocation of funds to current operators as prescribed in the existing Measure J Expenditure Plan.

#### **25. Safe Transportation for Youth and Children**

Prior to an allocation of funds from the Safe Transportation for Youth and Children category, the Authority will employ a public process to develop and adopt program guidelines and performance assessment procedures to maximize effectiveness.

The guidelines and performance assessment may require provisions such as operational efficiencies, performance criteria, parent contributions, and reporting requirements. The guidelines will be developed in coordination with the RTPCs to develop a program that meets the needs within each subregion. Funding will be allocated to subregions and program funding will be subject to the publicized performance assessment conducted by the Authority (see item 16 in this policy section). The development of the program guidelines and performance assessment procedures will not affect the allocation of funds to current programs as described in the existing Measure J expenditure plan.

#### **26. Enhance Ferry Service and Rail Connectivity in Contra Costa County**

All projects funded in the Enhance Ferry Service and Commuter Rail in Contra Costa category will be evaluated by the Authority and demonstrate progress toward the Authority's goals of reducing VMT and GHG emissions. Selection of final projects to be based on a performance analysis of project alternatives consistent with Authority requirements. Proposed projects must be included in and conform with the ITP. Project sponsors requesting funding from this category will be required to prepare a feasibility and operations plan and submit it to the Authority to demonstrate that there is sufficient funding available to operate the proposed project and/or service.

#### **27. BART Maintenance of Effort (MOE)**

Prior to any appropriation, allocation, or reimbursement of funds to BART, the Authority Board shall make a finding that BART has continued to use a proportional share of its operating allocations for capital projects. BART's preliminary FY 2019 Budget forecasts approximately \$150 million of its operating allocations to capital projects. BART shall demonstrate that it continues to use an equivalent proportional share of its operating revenues for capital projects allowing for normal annual fluctuations in capital projects or maintenance expenditures. In years where BART fare revenues or other general fund revenues are reduced by a decrease in ridership or unforeseen economic circumstances, loss of regional, state, or federal funding, or where one-time costs are increased by a natural disaster, then the Authority may release funds only if the Authority Board makes findings that 1) BART has not reduced its capital project funding disproportionately to the total operating revenue and 2) BART made best efforts to fund capital projects that benefit Contra Costa County.

## 28. Cleaner, Safer BART

Prior to making an allocation of funds to BART for the Cleaner, Safer BART category, BART shall develop and submit a countywide plan to the Authority that proposes how these funds and other funds available to BART (including Measure RR, Regional Measure 3, and other funds) will be used as part of a systemwide effort to improve its stations to meet the goals described in the TEP. The funding from the Cleaner, Safer BART category will be used for improvements to stations in Contra Costa County and requires a minimum dollar-for-dollar match from other BART funds. The Plan should document how a systemwide program to improve BART stations benefits Contra Costa residents who travel outside the county. BART should consult with the Authority (in consultation with RTPCs) in the development of the countywide plan.

In the event BART completes the train control system and if BART has maintained the commitment to provide a minimum dollar-for-dollar match from other BART funds as describe above, the Authority (in consultation with RTPCs) and BART will jointly identify, and the Authority may allocate funds for the acquisition of additional new BART cars to increase frequency during periods of high demand. The allocation will be considered in conjunction with a periodic review of the TEP (see item 39 in this policy section) and available funding capacity in the TEP.

## 29. Improve Local Access to Highway 4 and Byron Airport

Prior to each allocation of funds from the Improve Local Access to Highway 4 and Byron Airport category, the Authority Board must make a finding that the project includes measures to prevent growth outside of the Urban Limit Lines (ULL). Such measures might include, but are not necessarily limited to, limits on roadway access in areas outside the ULL, purchase of abutters' rights of access, preservation of critical habitat and/or the permanent protection/acquisition of agricultural and open space, or performing conservation measures required to cover this project under the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP). With the exception of the proposed new connection between Vasco Road and the Byron Highway, funding from this category shall not be used to construct new roadways on new alignments. The Authority will coordinate with Alameda and/or San Joaquin Counties relative to project improvements in those jurisdictions.

## 30. Modernize Local Roads and Improve Access to Jobs Centers and Housing

Each jurisdiction in Contra Costa County will receive their share of 15.2% of annual sales tax revenues, calculated using a base allocation of \$100,000 per year plus additional funds distributed based half on relative population and half on road miles within each jurisdiction. In addition, jurisdictions in Central, East, and Southwest Contra Costa will receive their share of an additional allocation of 2.2% of annual sales tax revenue calculated using the same formula. This is equivalent to 18% of the sales tax revenues for the Central, East, and Southwest parts of the county for improvements under this category. Population figures used shall be the most current available from the State Department of Finance. Road mileage shall be from the most current information included in the Highway Performance Monitoring System (HPMS). Jurisdictions shall comply with the Authority's Maintenance of Effort (MOE) policy as well as Implementation Guidelines of this TEP. In addition to the requirements set forth in the Growth Management Program Urban Limit Line Compliance policies and other applicable policies, local jurisdictions will report on the use of these funds, such as the amount spent on roadway maintenance, bicycle and pedestrian facilities, transit facilities, and other roadway improvements, and benefits to social equity and Communities of Concern (as defined by the Metropolitan Transportation Commission) in their jurisdictions. A minimum of 15% of all local street funding be spent on project elements directly benefiting bicyclists and pedestrians.

## 31. Countywide Major Roads Improvement Program

Prior to an allocation of funds from the Improve Traffic Flow on Major Roads category, the Authority will develop a new countywide Major Roads Improvement Program to address congestion relief on major roads within each subregion. The program guidelines will include information regarding how to evaluate the range of possible components. Implementation guidelines and standards will be developed in coordination with the RTPCs and will be approved by the Authority Board. Project funding is subject to a performance assessment conducted by the Authority using approved and publicized guidelines. Funding will be allocated to subregions. If projects proposed by an RTPC do not meet performance standards, the project will either be modified or withdrawn in favor of another project from the same region. Funds in this category may be used for arterial refurbishment/redesign for Transit First and Complete Streets. Projects funded from the Improve

Traffic Flow on Major Roads category must conform to the Transit, Complete Streets, Road Traffic Safety, and other related policies.

### **32. Improve Walking and Biking on Streets and Trails**

Prior to an allocation of funds from the Improve Walking and Biking on Streets and Trails category, the Authority will develop and adopt program guidelines and standards for a competitive project-selection process. All projects will be selected through a competitive project-selection process with the Authority approving the final program of projects, allowing for a comprehensive countywide approach while recognizing subregional equity based upon the proportional funding share shown in the TEP. Project funding is subject to a performance assessment conducted by the Authority using approved and publicized guidelines. Projects funded from this category must comply with the Transit, Road Traffic Safety, and Complete Streets Policies and include complete street elements whenever possible.

Up to \$15 million within each subregion for a total of \$60 million will be allocated to Complete Street demonstration projects. Each demonstration project will be recommended by the relevant Regional Transportation Planning Committees and approved by the Authority prior to allocation of funds to demonstrate the successful implementation of Complete Streets projects no later than July 1, 2024. Each demonstration project will be required to strongly pursue the use of separated bike lane facilities to be considered for funding. The purpose of these demonstration projects is to create examples of successful complete street projects in multiple situations throughout the County.

Approximately one fifth of the funding is to be allocated to the East Bay Regional Park District (EBRPD) for the development, rehabilitation, and maintenance of paved regional trails. EBRPD is to spend its allocation proportionally in each subregion, subject to the review and approval of the conceptual planning/design phase by the applicable subregional committee, prior to funding allocation by the Authority. The Authority, in conjunction with EBRPD, will develop a maintenance-of-effort requirement for funds under this component of the funding category.

### **33. Reduce Emissions and Improve Air Quality**

Prior to an allocation of funds from the Reduce Emissions and Improve Air Quality category, the Authority will develop and adopt program guidelines and standards for a competitive project-selection

process. All projects will be selected through a competitive project-selection process with the Authority approving the final program of projects, allowing for a comprehensive countywide approach while recognizing subregional equity based upon the proportional funding share shown in the TEP. Project funding is subject to a performance assessment conducted by the Authority using approved and publicized guidelines. Projects funded from this category must comply with the Transit, Complete Streets, Road Traffic Safety, and other related policies.

### **34. Seamless Connected Transportation Options**

Prior to an allocation of funds from the Seamless Connected Transportation Options category, the Authority will develop and adopt program guidelines and standards for a competitive project-selection process. All projects will be selected through a competitive project-selection process, with the Authority approving the final program of projects, and allowing for a comprehensive countywide approach while recognizing subregional equity based upon the proportional funding share shown in the TEP. Project funding is subject to a performance assessment conducted by the Authority using approved and publicized guidelines. Projects funded from this category must comply with the Transit, Complete Streets, Road Traffic Safety and other related policies.

### **35. Reduce and Reverse Commutes**

Prior to an allocation of funds from the Reduce and Reverse Commutes category, the Authority will develop and adopt program guidelines and standards for a competitive project-selection process. All projects will be selected through a competitive project-selection process with the Authority approving the final program of projects, allowing for a comprehensive countywide approach while recognizing subregional equity based upon the proportional funding share shown in the TEP. Project funding is subject to a performance assessment conducted by Authority using approved and publicized guidelines. Projects funded from this category must comply with the Transit, Complete Streets, Road Traffic Safety, and other related policies.



## **Project Financing Guidelines and Managing Revenue**

### **36. Fiduciary Duty**

Funds may be accumulated for larger or longer-term projects. Interest income generated will be used for the purposes outlined in the TEP and will be subject to audits.

### **37. Project and Program Financing**

The Authority has the jurisdiction to bond for the purposes of expediting the delivery of transportation projects and programs. The Authority will develop a policy to identify financing procedures for the entire plan of projects and programs.

### **38. Strategic Delivery Plan**

On a periodic basis, the Authority will develop a Strategic Delivery Plan to distribute revenue from the Measure to TEP projects and programs. The Strategic Delivery Plan will allocate Measure funds as a firm commitment and will consider the amount of Measure funds and additional leveraged funds available to the project or program, expected cost and cash-flow needs, and project or program delivery schedule in allocating Measure funds. Recipients of Measure funds may seek an allocation for projects and programs included in the Strategic Delivery Plan.

### **39. Periodic Review of the 2020 Transportation Expenditure Plan (TEP)**

The Authority may review the TEP to consider updating the financial forecast due to changing economic conditions and adjust funding, if necessary, due to revenue shortfalls. The project and program categories may need to be adjusted based on progress made in meeting the commitments and goals of the TEP. The review may determine that increased revenues be invested in projects and programs deemed by the Authority to address transportation needs that will best serve the residents of Contra Costa County. The review will provide the opportunity to adjust the TEP to adapt to the current state of transportation, leverage new funding opportunities, reflect changed conditions, adhere to state and federal requirements, track performance towards commitments and goals of the TEP, and to capture new opportunities that are becoming better defined. The Authority will review the TEP at a minimum of every ten years.

The Authority may review the performance of the TEP and progress towards meeting state transportation mandates for reduction in vehicle-miles traveled (VMT) per capita and greenhouse gas (GHG) emissions. Depending on progress, the Authority may adjust and

approve new goals in the TEP with explicit findings, justification, and approach to meeting goals for State transportation mandates to reduce VMT per capita and GHG emissions.

Any amendments to the TEP must comply with the policy for Expenditure Plan Amendments Require Majority Support and the following related policies.

### **40. Programming of Excess Funds**

Actual revenues may, at times be higher or lower than expected in this TEP due to changes in receipts. Additional funds may become available due to the increased opportunities for leveraging or project costs being less than expected. Revenue may be higher or lower than expected as the economy fluctuates. Determination of when the additional funds become excess will be established by a policy defined by the Authority. Funds considered excess will be prioritized first to the TEP projects and programs that are not fully funded and second to other projects deemed by the Authority to best serve the residents of Contra Costa County. Any new project or program will be required to be amended into the TEP pursuant to the Expenditure Plan Amendments Require Majority Support section above.

### **41. Reprogramming Funds**

Through the course of the Measure, if any TEP project becomes undeliverable, infeasible, or unfundable due to circumstances unforeseen at the time the TEP was created, funding for that project will be reallocated to another project or program. The subregion where the project or program was located may request that the Authority reassign funds to another project category in the same subregion. In the allocation of the released funds, the Authority, in consultation with the subregion's RTPC, will consider:

- a. A project or program of the same travel mode (i.e., transit, bicycle/pedestrian, or road) in the same subregion
- b. A project or program for other modes of travel in the same subregion
- c. Other TEP projects or programs
- d. Other projects deemed by the Authority to best serve the residents of Contra Costa County

The new project, program, or funding level may require amending the TEP pursuant to the Expenditure Plan Amendments section above.

Funds may require reallocation to meet state transportation policy for vehicle-miles traveled per capita and greenhouse gas emissions.

#### 42. Leveraging Funds

Project proponents, including the Authority, are expected to apply for all available funds from other sources to maximize the leveraging of TEP funds. To the extent matching funds from the TEP are needed to complete a project or a phase of project, the Authority will approve funding from the applicable funding category in the TEP where the project is eligible for funding. If the project is determined not to be eligible for funding under any of the categories in the TEP, the Authority, in consultation with the respective RTPC, may approve matching funds from the Reduce and Reverse Commutes category. The Authority may utilize funding from the Transportation Planning, Facilities, and Services category, as needed, to attract other fund sources.

#### 43. Development of Guidelines for Performance-Based Projects Review and Programs

The TEP requires development of procedures and guidelines to ensure the goals of the TEP are attained. To ensure high quality of the resulting guidelines and substantial public participation, the following procedures shall be used unless specifically replaced by the Authority.

- a. **Scope.** The Authority will adopt the following implementation guidelines and procedures described in the TEP, herein referenced as Guidelines.

1. Performance-Based Project Review
2. Countywide Major Road Improvement Program
3. Safe Transportation for Youth and Children
4. Improve Walking and Biking on Streets and Trails
5. Reduce Emissions and Improve Air Quality
6. Seamless Connected Transportation Options
7. Reduce and Reverse Commutes
8. Integrated Transit Plan
9. Vehicle-Miles Traveled Mitigation Program

The Guidelines shall adhere to the following parameters:

1. Implement the overall guiding principles, goals, and policies of the TEP and the applicable funding category efficiently and effectively
  2. Utilize other regulations and reporting requirements for funding recipients as possible to avoid additional work
  3. Increase public confidence regarding the Authority and its actions
  4. Shall be written concisely in plain language
- b. **Schedule.** Before December 31, 2020, the Authority shall publish a public outreach and engagement process and a schedule for developing the Guidelines. Individuals and organizations shall be able to register their interest in development of the Guidelines and shall subsequently receive advance notification from the Authority of the steps described below and encouragement to participate.
- c. **Public Review.** Using a structured public-engagement process, the Authority will publish the draft Guidelines for public comment and questions from residents, agencies, and interested parties. Cities/towns and Regional Transportation Planning Committees (RTPCs) may provide input and feedback on draft Guidelines. The public comment period will be at least 45 days. Public Meetings will be held to receive any input and requested modifications from the public.
- d. **Public Oversight Committee (POC).** The POC shall be convened and tasked with reviewing comments received during the public review period. The POC will provide input and recommendations regarding the Guidelines for consideration by the Authority.
- e. **Approval.** The Authority shall discuss POC recommendations, public comments, requested modifications, or additional criteria at a public meeting. The Guidelines shall be approved by a supermajority (66%) vote of the Authority Board and published on the Authority's website. The Authority will send notices to all interested parties. The Guidelines shall be reviewed and approved by the Authority every five years if needed to achieve the goals of the Plan, with input and recommendations from the POC and other interested parties.

## Road Traffic Safety Policy

### VISION

In this Plan, the **Road Traffic Safety policy is intended to eliminate traffic-related deaths and severe injuries** within Contra Costa County by prioritizing a systemwide safety approach to transportation planning and design. Principally, the Road Traffic Safety policy treats personal mobility and accessibility as a fundamental activity of the general public to attend school, conduct business, and visit friends and family, free from the risk of physical harm due to traffic. This policy applies to all transportation system users, including pedestrians, bicyclists, transit riders, micromobility users, automobile drivers, taxis, ride-hailing services and their passengers, truckers, and people of varying abilities, including children, seniors, and people with disabilities. Implementation of the Road Traffic Safety policy is intended to reduce societal costs due to loss of life and injury, lessen congestion stemming from nonrecurring traffic collisions and incidents, and generally enhance the quality of life in Contra Costa.

### POLICY

Achieving this vision will require shifting the paradigm of traditional transportation planning and engineering by following the principle of “Vision Zero,” which is an internationally recognized approach to proactively preserving life safety in transportation planning and engineering decision making. All recipients of funding through this Plan shall systemically incorporate street design elements that quantifiably reduce the risk of traffic-related deaths and severe injuries in the public right-of-way and accommodate the needs of all users in the planning, design, construction, reconstruction, rehabilitation, operations, and maintenance of the transportation system.

In consultation with local jurisdictions, the RTPCs, and the public, the Authority shall develop and adopt a Model Vision Zero Policy that reflects best practices for street design elements and programs to mitigate human error and quantifiably improve the traffic safety of all users in the planning, design, and construction of projects funded with Measure funds. Key design elements of the

Model Vision Zero Policy shall be incorporated into the Authority’s project development guidelines as appropriate. To be eligible to receive Measure funds, local jurisdictions must adopt a Vision Zero Policy that substantially complies with the Authority’s Model Vision Zero Policy. Jurisdictions that adopt a Vision Zero Policy prior to the Authority’s adoption of the model Vision Zero Policy may be considered compliant with the Growth Management Program compliance requirements if the adopted policy substantially complies with the Authority’s Model policy.

To ensure consistency with the Road Traffic Safety Policy vision, the Authority shall coordinate periodic traffic system and project monitoring with local jurisdictions and the RTPCs and utilize data collected over time to evaluate the effects of Vision Zero implementation on public health and safety. Emphasis shall be placed on proactive deployment of next-generation technology, such as advanced detection systems at major intersections and corridors identified in regional and local plans as having high collision density. Funding for this level of effort shall be made available to local jurisdictions and RTPCs through the Countywide Major Road Improvement Program and funding from the Improve Traffic Flow on Major Roads.



Developed by the Contra Costa Transportation Authority Board  
in partnership with the communities it serves.

**Janet Abelson**

Council Member, City of El Cerrito

**Debora Allen** (Ex Officio)

Director, BART Board of Directors

**Newell Arnerich**

Council Member, Town of Danville

**Tom Butt**

Mayor, City of Richmond

**Teresa Gerringier**

Council Member, City of Lafayette

**Federal Glover**

Board of Supervisors, Contra Costa County D5

**Loella Haskew**

Mayor Pro Tem, City of Walnut Creek

**Dave Hudson**

Council Member, City of San Ramon

**Karen Mitchoff**

Board of Supervisors, Contra Costa County D4

**Julie Pierce** (Vice Chair)

Vice Mayor, City of Clayton

**Kevin Romick**

Council Member, City of Oakley

**Robert Taylor** (Chair)

Mayor, City of Brentwood

**Monica Wilson** (Ex Officio)

Council Member, City of Antioch

**Amy Worth** (Ex Officio)

Council Member, City of Orinda







CONTRA COSTA  
transportation  
authority

**CONTRA COSTA TRANSPORTATION AUTHORITY**

**ORDINANCE 19-01**

**CONDITIONALLY AMENDING THE MEASURE J TRANSPORTATION EXPENDITURE  
PLAN (TEP) GROWTH MANAGEMENT PROGRAM (GMP), WHICH INCLUDES  
ATTACHMENT A: PRINCIPLES OF AGREEMENT FOR ESTABLISHING  
THE URBAN LIMIT LINE (ULL) TO MATCH THE PROPOSED 2020 TEP**

**WHEREAS**, Public Utilities Code, §180207 and Section 8 of the Ordinance adopting Measure J provide for a mechanism to amend the Measure J TEP based upon unforeseen circumstances; and

**WHEREAS**, the Contra Costa Transportation Authority (Authority) is considering the countywide imposition of a one-half of one percent sales tax for transportation purposes for a period of 35 years effective on July 1, 2020 through June 30, 2055; and

**WHEREAS**, the Authority conducted extensive consultations with local governments and conducted outreach to a wide variety of interest groups and the public in order to develop a TEP proposing a potential mix of projects and programs to be funded by the proposed sales tax; and

**WHEREAS**, the Authority has concluded that due to the unforeseen circumstances of a new sales tax measure, it would be beneficial to manage one GMP for both Measures.

**NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:**

- 1) The Measure J TEP GMP, which includes Attachment A: Principles of Agreement for Establishing the ULL is hereby replaced in its entirety as set forth in Exhibit 1, incorporated herein by reference and made a part of this Ordinance as if fully set forth.

**The foregoing Ordinance was adopted by the Authority Board on August 28, 2019, and shall become effective only after the following: (1) the 45<sup>th</sup> day following notice by the Authority to Contra Costa County, the cities/towns, and the Conference of Mayors, unless overridden; and (2) if the proposed one-half of one percent local transportation sales tax is placed on the ballot and successfully approved by the electors on the March 3, 2020 ballot.**

SEVERABILITY: If any provision or clause of this Ordinance or the application thereof is held unconstitutional or otherwise invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, clauses, or applications of this Ordinance which can be implemented without the invalid provision, clause, or application, it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, adopted and/ or ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, and/or phrases may be declared invalid or unconstitutional.

EFFECTIVE DATE: This ordinance shall be effective immediately upon adoption.


PASSED AND ADOPTED by the Contra Costa Transportation Authority Board of Directors in Walnut Creek, State of California, on August 28, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

 E-SIGNED by Robert Taylor  
on 2019-09-03 22:07:29 GMT

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Robert Taylor, Chair

**This Ordinance 19-01 was entered into at a meeting of the Contra Costa Transportation Authority held on August 28, 2019, in Walnut Creek, California, and shall become effective as provided above.**

Attest:

 E-SIGNED by Tarienne Grover  
on 2019-09-03 15:36:49 GMT

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Tarienne Grover, Clerk of the Board

**EXHIBIT 1**  
**GROWTH MANAGEMENT PROGRAM**

**[Attached behind this page]**

## **THE GROWTH MANAGEMENT PROGRAM**

Coupled with the Expenditure Plan is Contra Costa's unique and well-tested program for managing growth. The overall goal of the Growth Management Program (GMP) is to preserve and enhance the quality of life and promote a healthy, strong economy to benefit the people and areas of Contra Costa County through a cooperative, multi-jurisdictional process for managing growth, while maintaining local authority over land-use decisions.<sup>1</sup>

The objectives of the GMP are to:

- Assure that new residential, business, and commercial growth pays for the facilities required to meet the demands resulting from that growth;
- Require cooperative transportation and land-use planning among Contra Costa County, cities/towns, and transportation agencies;
- Support land-use patterns within Contra Costa County that make more efficient use of the transportation system, consistent with the General Plans of local jurisdictions; and
- Support infill and redevelopment in existing urban and brownfield areas.

The Measure J TEP GMP, which includes Principles of Agreement for Establishing the Urban Limit Line (ULL), is augmented and superseded by this 2020 TEP.

## **COMPONENTS**

To receive its share of funding from the following categories:

- 2020 TEP Modernize Local Roads & Improve Access to Housing and Job Centers;
- Measure J Local Streets Maintenance & Improvements (LSM); and
- Measure J Transportation for Livable Communities (TLC);

each jurisdiction must:

### **1. Adopt a Growth Management Element (GME)**

Each jurisdiction must adopt, or maintain in place, a GME as part of its General Plan that outlines the jurisdiction's goals and policies for managing growth and requirements for achieving those goals. The GME must show how the jurisdiction will comply with sections 2–9 below. The Authority will refine its model GME and administrative procedures in consultation with the Regional Transportation Planning Committees (RTPCs) to reflect the revised GMP.

1. The Authority will, to the extent possible, attempt to harmonize the GMP and the State-mandated Congestion Management Program (CMP).

To the extent they conflict, CMP activities shall take precedence over the GMP activities.



Each jurisdiction is encouraged to incorporate other standards and procedures into its GME to support the objectives and required components of this GMP.

## **2. Adopt a Development Mitigation Program**

Each jurisdiction must adopt, or maintain in place, a Development Mitigation Program to ensure that new growth is paying its share of the costs associated with that growth. This program shall consist of both a local program to mitigate impacts on local streets and other facilities, and a regional program to fund regional and subregional transportation projects, consistent with the Countywide Transportation Plan (CTP).

The jurisdiction's local Development Mitigation Program shall ensure that revenue provided from this measure shall not be used to replace private developer funding that has or would have been committed to any project.

The regional Development Mitigation Program shall establish fees, exactions, assessments, or other mitigation measures to fund regional or subregional transportation improvements needed to mitigate the impacts of planned or forecasted development. Regional mitigation programs may adjust such fees, exactions, assessments or other mitigation measures when developments are within walking distance of frequent transit service or are part of a mixed-use development of sufficient density and with necessary facilities to support greater levels of walking and bicycling.

Each RTPC shall develop the regional Development Mitigation Program for its region, taking account of planned and forecasted growth and the Multimodal Transportation Service Objectives (MTSOs) and actions to achieve them established in the Action Plans for Routes of Regional Significance. RTPCs may use existing regional mitigation programs, if consistent with this section, to comply with the GMP.

## **3. Address Housing Options**

Each jurisdiction shall demonstrate reasonable progress in providing housing opportunities for all income levels as part of a report on the implementation of the actions outlined in its adopted Housing Element. The report will demonstrate progress by:

- a. Comparing the number of housing units approved, constructed or occupied within the jurisdiction over the preceding five years with the average number of units needed each year to meet the housing objectives established in the jurisdiction's Housing Element; or
- b. Illustrating how the jurisdiction has adequately planned to meet the existing and projected housing needs through the adoption of land use plans and regulatory

systems which provide opportunities for, and do not unduly constrain, housing development; or

- c. Illustrating how a jurisdiction's General Plan and zoning regulations facilitate the improvement and development of sufficient housing to meet those objectives.

Jurisdictions will provide prepared reports regarding the production and preservation of affordable units as provided for in the Annual Housing Element Progress Report and subsequent reports. Each jurisdiction shall demonstrate meaningful progress in preserving existing affordable units for lower-income residents by adopting and implementing locally appropriate anti-displacement and affordable housing policies, for example, preservation of affordable housing, density bonus ordinance and/or inclusionary zoning, to support community stabilization.

Jurisdictions are subject to California's Surplus Land Act, which includes the disposition of surplus land, and each jurisdiction will affirm whether it complies with the Surplus Land Act and whether it maintains an inventory of all public land in its jurisdiction that adheres to applicable Surplus Land Act and Government Code 50569 requirements and makes the inventory available to the public.

Each jurisdiction will indicate whether it adheres to applicable local, state, or federal policies or laws regarding tenant protection and whether it has prepared the reports required by such policies or laws and made the reports available to the public.

In addition, each jurisdiction shall consider the impacts that its land use and development policies have on the local, regional and countywide transportation system, including the level of transportation capacity that can reasonably be provided, and shall incorporate policies and standards into its development approval process that support transit, bicycle and pedestrian access in new developments. Each jurisdiction must participate in an Ongoing Cooperative, Multi-Jurisdictional Planning Process.

#### **4. Participate in an Ongoing Cooperative, Multi-Jurisdictional Planning Process**

Each jurisdiction shall participate in an ongoing process with other jurisdictions and agencies, the RTPCs and the Authority to create a balanced, safe and efficient transportation system and to manage the impacts of growth. Jurisdictions shall work with the RTPCs to:

- a. Identify Routes of Regional Significance and MTSOs or other tools adopted by the Authority Board for measuring performance and quality of service along routes of

regional significance, collectively referred to as MTSOs for those routes and actions for achieving those objectives;

- b. Apply the Authority's Travel Demand Model (TDM) and technical procedures to the analysis of General Plan Amendments and developments exceeding specified thresholds for their effect on the regional transportation system, including on Action Plan objectives;
- c. Create a Development Mitigation Program as outlined in section 2 above; and
- d. Help develop other plans, programs and studies to address other transportation and growth management issues.

In consultation with the RTPCs, each jurisdiction will use the TDM to evaluate changes to local General Plans and the impacts of major development projects for their effects on the local and regional transportation system and the ability to achieve the MTSOs established in the Action Plans.

Jurisdictions shall also participate in the Authority's ongoing countywide comprehensive transportation planning process. As part of this process, the Authority shall support countywide and subregional planning efforts, including the Action Plans for Routes of Regional Significance, and shall maintain a TDM. Jurisdictions shall help maintain the Authority's TDM system by providing information on proposed improvements to the transportation system and planned and approved development within the jurisdiction.

## **5. Continuously Comply with an Urban Limit Line (ULL)**

In order to be found in compliance with this element of the Authority's GMP, all jurisdictions must continually comply with an applicable voter-approved ULL. Said ULL may either be the Contra Costa County voter-approved ULL (County ULL) or a locally initiated, voter-approved ULL (LV-ULL).

Additional information and detailed compliance requirements for the ULL are fully defined in the ULL Compliance Requirements (Attachment A), which are incorporated herein.

Any of the following actions by a local jurisdiction will constitute non-compliance with the GMP:

- a. The submittal of an annexation request to the Local Agency Formation Commission (LAFCO) for lands outside of a jurisdiction's applicable ULL.
- b. Failure to conform to the Authority's ULL Compliance Requirements.

## **6. Develop a Five-Year Capital Improvement Program (CIP)**

Each jurisdiction shall prepare and maintain a CIP that outlines the capital projects needed to implement the goals and policies of the jurisdiction's General Plan for at least the following five-year period. The CIP shall include approved projects and an analysis of the costs of the proposed projects, as well as a financial plan for providing the improvements. The jurisdiction shall forward the transportation component of its CIP to the Authority for incorporation into the Authority's database of transportation projects.

## **7. Adopt a Transportation Systems Management (TSM) Ordinance or Resolution**

To promote carpools, vanpools, and park-and-ride lots, each jurisdiction shall adopt a local ordinance or resolution that conforms to the model TSM ordinance that the Authority has drafted and adopted. Upon approval of the Authority Board, cities/towns with a small employment base may adopt alternative mitigation measures in lieu of a TSM ordinance or resolution.

## **8. Adopt Additional Growth Management Policies, as applicable**

Each jurisdiction shall adopt and thereafter continuously maintain the following policies (where applicable):

- a. Hillside Development Policy;
- b. Ridgeline Protection Policy;
- c. Wildlife Corridor Policy; and
- d. Creek Development Policy.

Where a jurisdiction does not have a developable hillside, ridgeline, wildlife corridor or creek, it need not adopt the corresponding policy. An ordinance that implements the East Contra Costa Habitat Conservation Plan (HCP)/Natural Community Preservation Plan (NCCP) Act shall satisfy the requirement to have an adopted Wildlife Corridor Policy and Creek Development Policy. In addition to the above, jurisdictions with Prime Farmland and Farmland of Statewide Importance (Prime/Statewide), as defined by the California Department of Conservation and mapped by the Farmland Mapping and Monitoring Program within their planning areas but outside of their city/town shall adopt and thereafter continuously maintain an Agricultural Protection Policy. The policy must ensure that potential impacts of converting Prime/Statewide outside the ULL to other uses are identified and disclosed when considering such a conversion. The applicable policies are required to be in place by no later than July 1, 2022.

## **9. Adopt a Complete Streets Policy and Road Traffic Safety (aka Vision Zero) Policy**

Each jurisdiction shall adopt a Complete Streets Policy, consistent with the California Complete Streets Act of 2008, Assembly Bill 1358 (AB 1358) and with the Authority's Complete Streets

Policy, which accommodates all users of travel modes in the public Right-of-Way (ROW). Each jurisdiction shall also adopt a Vision Zero Policy, which substantially complies with the Authority's Model Vision Zero Policy and reflects best practices for street design elements and programs to mitigate human error and quantifiably improve the traffic safety of all users in the planning, design and construction of projects funded with Measure funds. Jurisdictions shall document their level of effort to implement these policies, including during requests for funding, peer review of project design, and as part of the newly-added compliance requirement in the biennial GMP checklist.

## **ALLOCATION OF FUNDS**

Portions of the monies received from the retail transaction and use tax will be returned to the local jurisdictions (the cities/towns and Contra Costa County) for use on local, subregional and/or regional transportation improvements and maintenance projects. Receipt of all such funds requires compliance with the GMP and the allocation procedures described below. The funds are to be distributed on a formula based on population and road miles.

Each jurisdiction shall demonstrate its compliance with all of the components of the GMP in a completed compliance checklist. The jurisdiction shall submit, and the Authority shall review and make findings regarding the jurisdiction's compliance with the requirements of the GMP, consistent with the Authority's adopted policies and procedures.

If the Authority determines that the jurisdiction complies with the requirements of the GMP, it shall allocate to the jurisdiction its share of 2020 TEP funding from the Fix and Modernize Local Roads category and its share of Measure J Transportation Sales Tax Expenditure Plan LSM funding. Jurisdictions may use funds allocated under this provision to comply with these administrative requirements.

If the Authority determines that the jurisdiction does not comply with the requirements of the GMP, the Authority shall withhold those funds and also make findings that the jurisdiction shall not be eligible to receive Measure J TLC funds until the Authority determines that the jurisdiction has achieved compliance. The Authority's findings of noncompliance may set deadlines and conditions for achieving compliance.

Withholding of funds, reinstatement of compliance, reallocation of funds, and treatment of unallocated funds shall be as established in adopted Authority policies and procedures.

## **ATTACHMENT A**

### **Urban Limit Line Compliance Requirements**

Definitions—the following definitions apply to the GMP/ULL requirement:

1. Urban Limit Line (ULL) – A ULL, urban growth boundary, or other equivalent physical boundary judged by the Authority to clearly identify the physical limits of the local jurisdiction's future urban development.
2. Local Jurisdictions – Includes Contra Costa County, the 19 cities and towns within Contra Costa County, plus any newly incorporated cities or towns established after July 1, 2020.
3. County ULL – A County ULL placed on the ballot by the County Board of Supervisors, approved by voters at a countywide election, and in effect through the applicable GMP compliance period. The current County ULL was established by Measure L approved by voters in 2006.

The following local jurisdictions have adopted the County ULL as their applicable ULL:

- City of Brentwood
- Town of Moraga
- City of Clayton
- City of Oakley
- City of Concord
- City of Orinda
- Town of Danville
- City of Pinole
- City of El Cerrito
- City of Pleasant Hill
- City of Hercules
- City of Richmond
- City of Lafayette
- City of San Pablo
- City of Martinez
- City of Walnut Creek

4. Local Voter ULL (LV-ULL) – A LV-ULL or equivalent measure placed on the local jurisdiction's ballot, approved by the jurisdiction's voters, and recognized by action of the local jurisdiction's legislative body as its applicable, voter-approved ULL. The LV-ULL will be used as



of its effective date to meet the Authority's GMP/ULL requirement and must be in effect through the applicable GMP compliance period.

The following local jurisdictions have adopted a LV-ULL:

- City of Antioch
- City of Pittsburg
- City of San Ramon

5. Minor Adjustment – An adjustment to the ULL of 30 acres or less is intended to address unanticipated circumstances.

6. Other Adjustments – Other adjustments that address issues of unconstitutional takings and conformance to State and Federal law.

## **REVISIONS TO THE ULL**

1. A local jurisdiction, which has adopted the County ULL as its applicable ULL may revise its ULL with local voter approval at any time during the term of the Authority's GMP by adopting a LV-ULL in accordance with the requirements outlined for a LV-ULL contained in the definitions section.

2. A local jurisdiction may revise its LV-ULL with local voter approval at any time during the term of the Authority's GMP if the resultant ULL meets the requirements outlined for a LV-ULL contained in the definitions section.

3. If voters, through a countywide ballot measure, approve a revision to the County ULL, the legislative body of each local jurisdiction relying on the County ULL shall:

- a. Accept and approve its existing ULL to continue as its applicable ULL, or
- b. Accept and approve the revised County ULL as its applicable ULL, or
- c. Adopt a LV-ULL in accordance with the requirements outlined for a LV-ULL contained in the definitions section.
- d. However, if any countywide measure to approve a revision to the County ULL fails, then the legislative body of each local jurisdiction relying on the prior County ULL may accept and approve the existing County ULL.

4. Local jurisdictions may, without voter approval, enact minor adjustments to their applicable ULL subject to a vote of at least 4/5 of the jurisdiction's legislative body and meeting the following requirements:

- a. Minor adjustment shall not exceed 30 acres;
- b. Adoption of at least one of the findings listed in the County's Measure L (§82-1.018 of County Ordinances 200606 § 3, 91-1 § 2, 90-66 § 4) which includes:
  - A natural or man-made disaster or public emergency has occurred, which warrants the provision of housing and/or other community needs within land located outside the ULL;
  - An objective study has determined that the ULL is preventing the jurisdiction from providing its fair share of affordable housing, or regional housing, as required by State law, and the governing elected legislative body finds that a change to the ULL is necessary and the only feasible means to enable the jurisdiction to meet these requirements of State law;
  - A majority of the cities/towns that are party to a preservation agreement and Contra Costa County has approved a change to the ULL affecting all or any portion of the land covered by the preservation agreement;
  - A minor change to the ULL will more accurately reflect topographical characteristics or legal boundaries;
  - A five-year cyclical review of the ULL has determined, based on the criteria and factors for establishing the ULL set forth in Contra Costa County Code (Section 82-1.010), that new information is available (from city/town, or Contra Costa County growth management studies or otherwise) or circumstances have changed, warranting a change to the ULL;
  - An objective study has determined that a change to the ULL is necessary or desirable to further the economic viability of the East Contra Costa County Airport, and either (i) mitigate adverse aviation-related environmental or community impacts attributable to Buchanan Field, or (ii) further Contra Costa County's aviation related needs; or
  - A change is required to conform to applicable California or Federal law.
- c. Adoption of a finding that the proposed Minor Adjustment will have a public benefit. Said public benefit could include, but is not necessarily limited to, enhanced mobility of people or goods, environmental protections or enhancements, improved air quality or land use, enhanced public safety or security, housing or jobs, infrastructure preservation or other significant positive community effects as

defined by the local land use authority. If the proposed Minor Adjustment to the ULL is proposed to accommodate housing or commercial development, said proposal must include permanent environmental protections or enhancements such as the permanent protection of agricultural lands, the dedication of open space or the establishment of permanent conservation easements.

- d. The Minor Adjustment is not contiguous to one or more non-voter approved Minor Adjustments that in total exceed 30 acres.
  - e. The Minor Adjustment does not create a pocket of land outside the existing ULL, specifically to avoid the possibility of a jurisdiction wanting to fill in those subsequently through separate adjustments.
  - f. Any jurisdiction proposing to process a Minor Adjustment to its applicable ULL that impacts FMMP is required to have an adopted Agricultural Protection Ordinance or must demonstrate how the loss of these agricultural lands will be mitigated by permanently protecting farmland.
5. A local jurisdiction may revise its LV-ULL, and Contra Costa County may revise the County ULL, to address issues of unconstitutional takings or conformance to State or Federal law.

#### **CONDITIONS OF COMPLIANCE**

1. Submittal of an annexation request by a local jurisdiction to LAFCO outside of an approved ULL will constitute non-compliance with the GMP.
2. For each jurisdiction, an applicable ULL shall be in place through each GMP compliance reporting period in order for the local jurisdiction to be found in compliance with the GMP requirements.
3. Submittal of an annexation request for land outside an approved ULL by a third party to LAFCO will constitute non-compliance with the GMP, if the local jurisdiction: (1) submits a will-serve letter to LAFCO. A will-serve letter determines the applicant's ability and willingness to serve the subject area and any further development; (2) utilizes an existing applicable tax sharing agreement; and/or (3) enters into a new tax sharing agreement for the annexation request.



# A Plan for Contra Costa's Future

»» 2020 Transportation Expenditure Plan



CONTRA COSTA  
transportation  
authority

# Leverage Local Funding

MEASURE C/J

»»» **\$1.4B**

STATE / REGIONAL /  
FEDERAL FUNDS

»»» **\$4.1B**

TOTAL INVESTMENT

»»» **\$5.5B**

**3:1**  
LEVERAGING  
RATIO



# 2020 Transportation Expenditure Plan

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# A Roadmap to Developing a Transportation Expenditure Plan



Sample Ballot Election Schedule  
Subject to Change

# Expenditure Plan Overview

- CCTA has prepared a transportation expenditure plan that will make commutes faster and more predictable and hold decision-makers accountable.
- The plan will also promote a strong economy, create jobs, protect the environment, and enhance the quality of life for all of Contra Costa's diverse communities.
- ½ Cent Sales Tax
- 35-Year Measure

## A TRANSFORMATIVE PLAN FOR CONTRA COSTA'S FUTURE

2020 Transportation Expenditure Plan



# Guiding Principles



Relieve Traffic  
Congestion



Accountability and  
Transparency



Balanced and  
Equitable Approach



Economic  
Opportunity



Maximize  
Available Funding



Public  
Participation



Transit First



Performance  
Orientation



Protect the  
Environment



Commitment to  
Growth Management



Commitment to  
Technology and Innovation

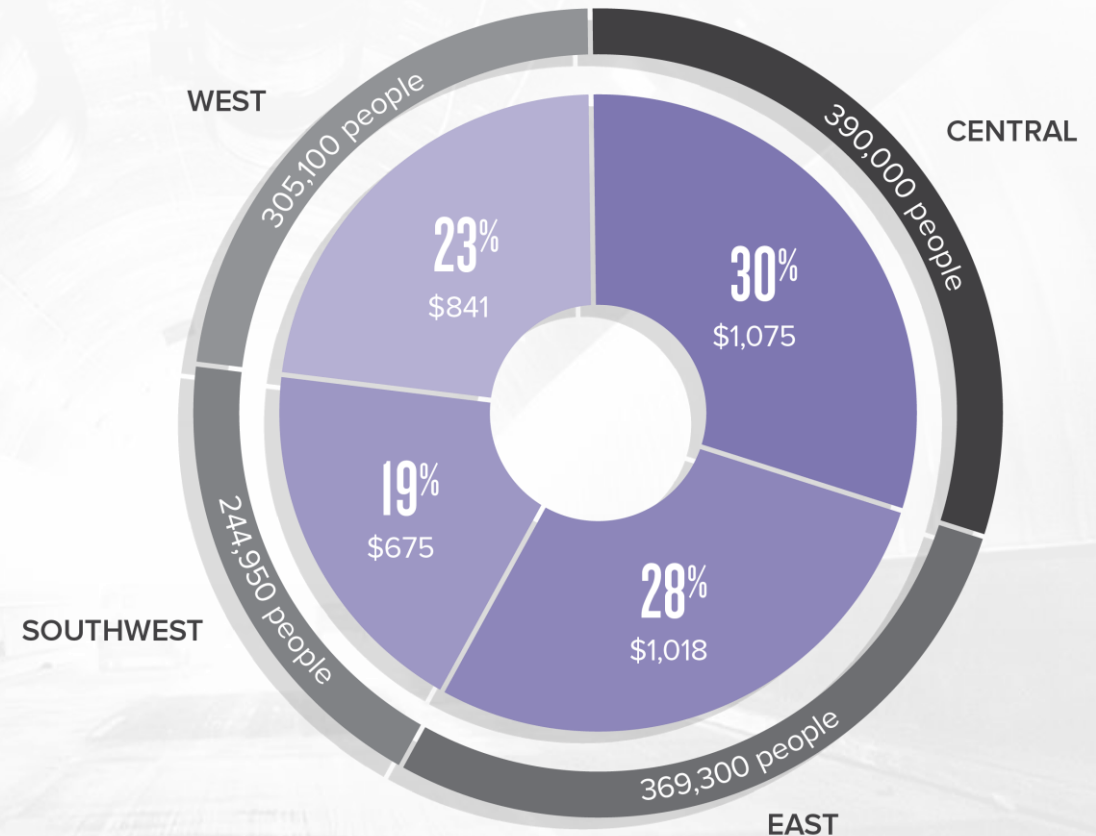
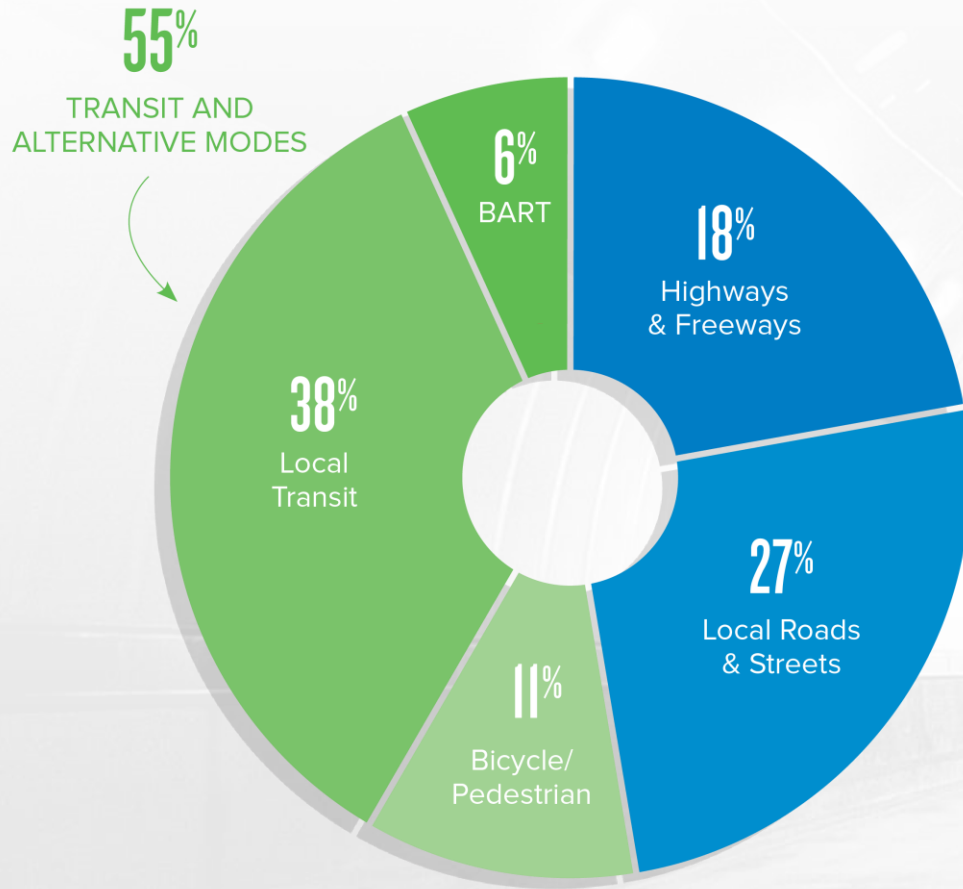
# Expenditure Plan Funding Summary

## Funding Categories

Relieving Congestion on Highways, Interchanges, and Major Roads	\$1.48B
Improve State Route 242, Highway 4, Transit, and eBART Corridor	
Modernize I-680, Highway 24, Transit, and BART Corridor	
Enhance I-80, I-580 (Richmond-San Rafael Bridge), Transit and BART	
Improving Transit and Transportation Countywide In All Our Communities	\$1.98B
Planning and Administration	\$144M

»»» **\$3.6B**

# Expenditure Plan Overview



Total Funding >>> **\$3.6B**

\*population based on Association of  
Bay Area Governments (ABAG)  
Projections 2013 for year 2037

# Leverage Local Funding

REGIONAL  
TRANSPORTATION PLAN

»»» **\$3.6B**

**\$10<sub>B</sub>**  
TOTAL INVESTMENT

POTENTIAL FUTURE  
REVENUE FOR CAPITAL

»»» **\$1.6B**

ADDITIONAL STATE /  
REGIONAL / FEDERAL  
FUNDS

»»» **\$4.8B**

**3:1**  
LEVERAGING  
RATIO



# Contra Costa County

»»»\$94.9M

Modernize Local Roads and Improve Access to  
Jobs and Housing

Total »»

Potential Revenue (35 years)

**\$94.9 million**

Measure J (14 years\*)

**\$35.6 million**

Annually »»

Potential Revenue (per year)

**\$2.71 million**

Measure J (per year)

**\$2.5 million**



\*remaining duration



# Benefits to the County

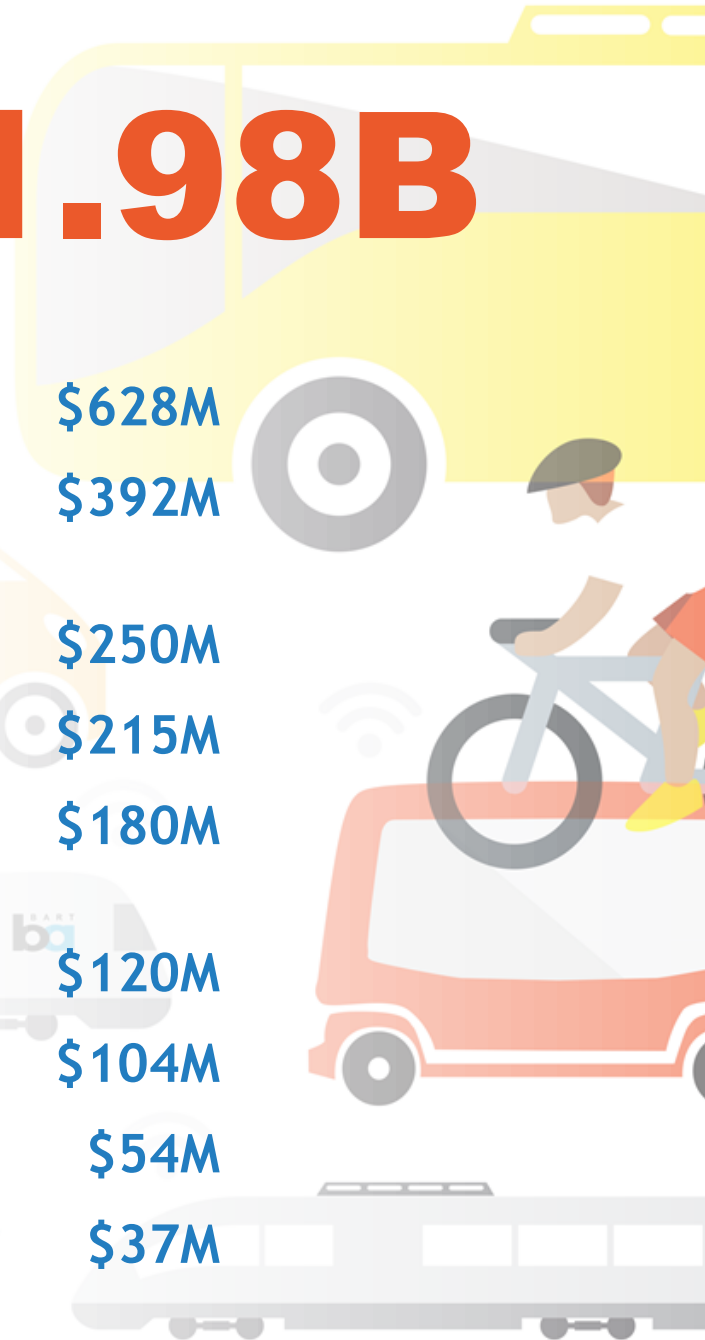
- **\$2.71 million per year** to Contra Costa County to modernize local roads and improve access to jobs and housing
- Improve operational and access improvements on I-80, I-580 (Richmond-San Rafael Bridge), I-680,
- Improve transit reliability such as Part-time Transit Lanes, Shared Mobility Hubs and Incentives for
- Improve traffic flow on major roads
- Greater access to BART and additional eBART cars in East County
- Bicycle and pedestrians' improvements to streets and trails
- Accessible transportation for seniors, veterans, and people with disabilities
- Clean, safe, and reliable transit service including more frequent transit service and safe transportation for congestion around schools
- Investments to reduce emissions and improve air quality such as electric vehicle charging stations
- Funding to provide access to jobs (reduce and reverse commutes)

# Improving Transit and Transportation Countywide in All Our Communities



# \$1.98B

Modernize Local Roads and Improve Access to Jobs and Housing	\$628M
Providing Convenient and Reliable Transit Services in Central, East and Southwest Contra Costa	\$392M
Increase Bus Services and Reliability in West Contra Costa	\$250M
Improving Walking and Biking on Streets and Trails	\$215M
Accessible Transportation for Seniors, Veterans, and People with Disabilities	\$180M
Cleaner, Safer BART	\$120M
Safe Transportation for Youth and Students	\$104M
Reduce and Reverse Commutes	\$54M
Reduce Emissions and Improve Air Quality	\$37M



# Countywide and Regional Benefits

- Relieve Traffic Congestion on Highways and Interchanges
- Make Bus, Ferry, Passenger Train, and BART Rides Safer, Cleaner, and More Reliable
- Provide Accessible and Safe Transportation for Children, Seniors, Veterans, and People with Disabilities
- Improve Transportation and Enhance Quality of Life in Our Communities
- Improve Air Quality





# Key Policy Considerations

- Growth Management Program
- Urban Limit Line Compliance Policy
- Transit Policy
- Advance Mitigation Program
- Complete Streets Policy
- Road Traffic Safety (aka Vision Zero) Policy
- Taxpayer Safeguards and Accountability Policy



# Thank you



[ccta.net/theplan](https://ccta.net/theplan)



CONTRA COSTA  
transportation  
authority



# Prudent Financial Stewardship

- Highly Rated
  - AA+ Bond Rating by Fitch
  - AA+ by Standard & Poor's
  - Recipient of “Excellence in Government Financial Reporting” by Government Finance Officers Association
  - Good Governance Award from Contra Costa Tax Payers Association – July 2019
- Responsible management through recession
  - 47% cumulative growth in sales tax revenues since 2010
- Lean Organization
  - 20 employees
  - Established budget controls - 1% limitation on administration costs
  - Conservative pension plan - no spiking, no unfunded liability
  - Low debt levels
- Last bond sale - August 2018
  - Restructured debt and saved \$10.8 over the next 16 years
  - High California investor demand AA+ bonds

FitchRatings

**STANDARD  
& POOR'S**  
RATINGS SERVICES







# Relieving Congestion on Highways, Interchanges, and Major Roads

»» \$1.48B



- Relieve Congestion and Improve Access to Jobs along Highway 4 and SR-242
- Improve Local Access to Highway 4 and Byron Airport
- Additional eBART Train Cars
- East County Transit Extension to Brentwood & Connectivity to Transit, Rail, and Parking
- Improve Transit Reliability along SR-242, Highway 4 and Vasco Road
- Improve Traffic Flow on Major Roads in East County
- Enhance Ferry Service and Commuter Rail in East and Central County
- Seamless Connected Transportation Options

# »» \$705M

## Improve SR-242, Hwy 4, Transit, and eBART Corridor



- Relieve Congestion, Ease Bottlenecks and Improve Local Access along the I-680 Corridor
- Provide Greater Access to BART Stations along I-680 and Highway 24
- Improve Traffic Flow on Highway 24 and Modernize Old Bores of Caldecott Tunnel
- Improve Transit Reliability along the Interstate 680 and Highway 24 Corridors
- Improve Traffic Flow on Major Roads in Central County and Lamorinda
- Improve Traffic Flow on Major Roads in San Ramon Valley
- Seamless Connected Transportation Options

»» \$536M

Modernize I-680, Hwy 24, Transit, and BART Corridor





- Improve Transit Reliability Along the I-80 Corridor
- Relieve Congestion and Improve Local Access along I-80 Corridor
- Improve Traffic Flow and Local Access to Richmond-San Rafael Bridge along I-580 and Richmond Parkway
- Improve Traffic Flow on Major Roads in West County
- Enhance Ferry Service and Commuter Rail in West County
- Seamless Connected Transportation Options

# »» \$243M

## Enhance I-80, I-580, Transit, and BART Corridor



# Countywide and Regional Benefits

»» \$950M

Modernize Local Roads and Improve Access to Jobs and Housing »»

Total	Potential Measure (35 years)	Measure J (14 years*)
	\$628 million	\$235 million
Annually	Potential Measure (per year)	Measure J (per year)
	\$17.9 million	\$16.8 million

+ Improve Traffic Flow on Major Roads »» \$322 million

\*remaining duration





Delivering on our Promises


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## BY THE NUMBERS

Volume of Material Excavated:  1,008,691 cubic yards

Weight of Asphalt Placed:  228,624 tons

# of Jobs Created:  12,775

# of Local Vendors Engaged:  40

# of Lane Miles Added:  29.13



# Highway 4 Widening Complete!





# BART Extension to Antioch Complete!

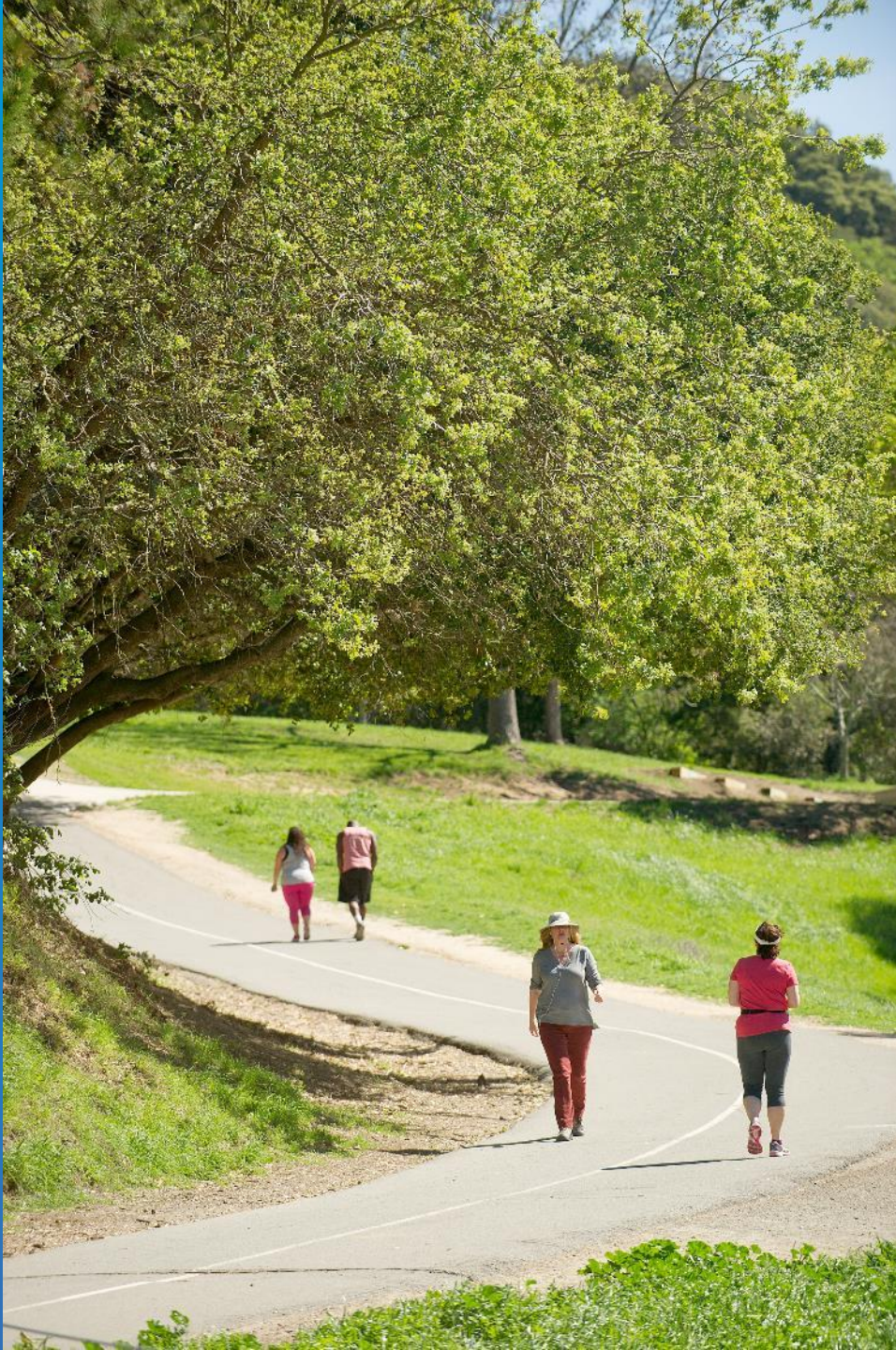




# Caldecott Tunnel Fourth Bore Complete!







# From Trails to Transit, We're Multimodal



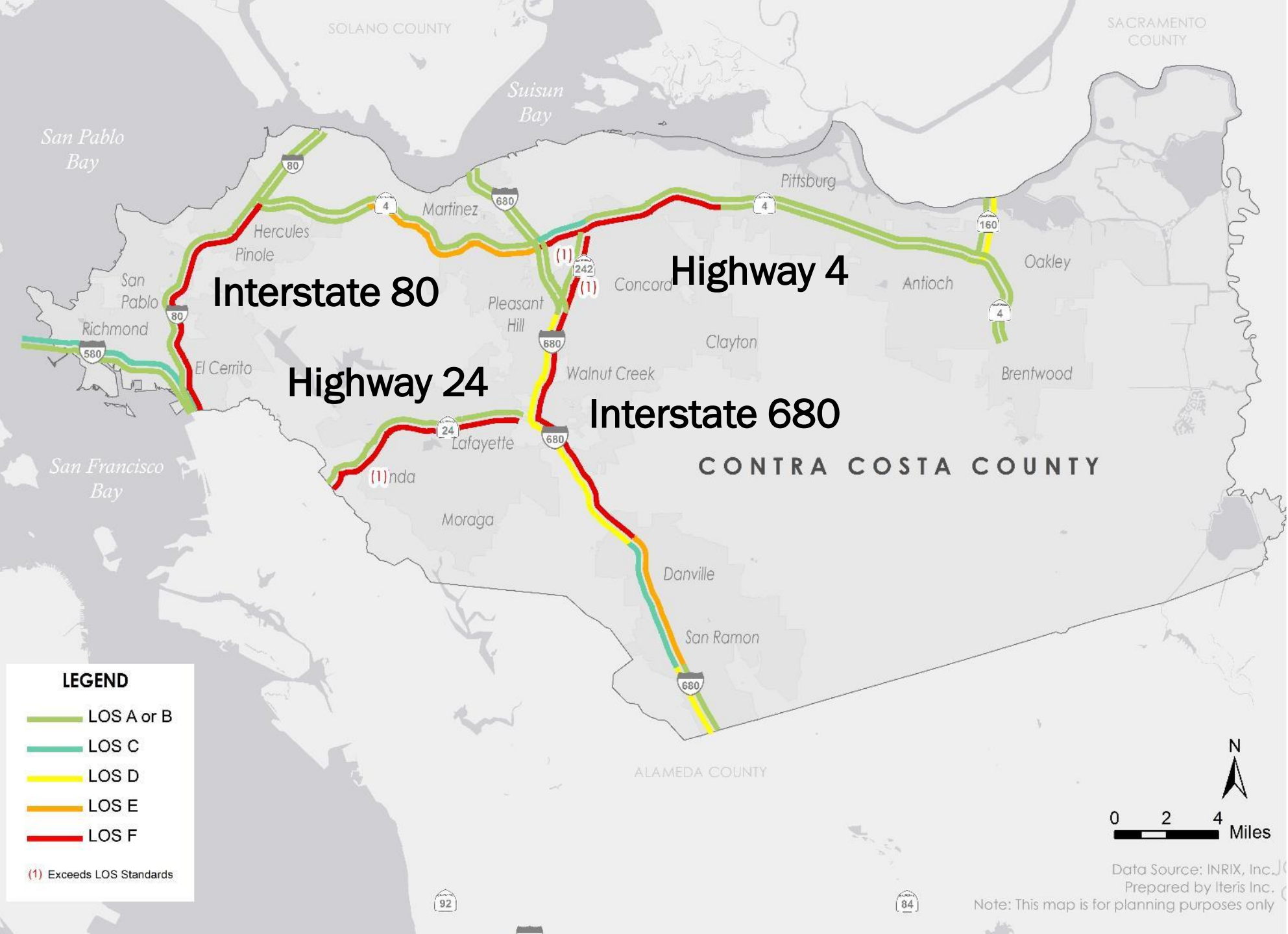


A blue-tinted photograph of a tunnel interior, showing the road ahead and the curved walls. A large, semi-transparent circular graphic is overlaid on the left side of the image. The title 'Planning for the Future' is centered in white text, with a thin white horizontal line underneath it.

# Planning for the Future

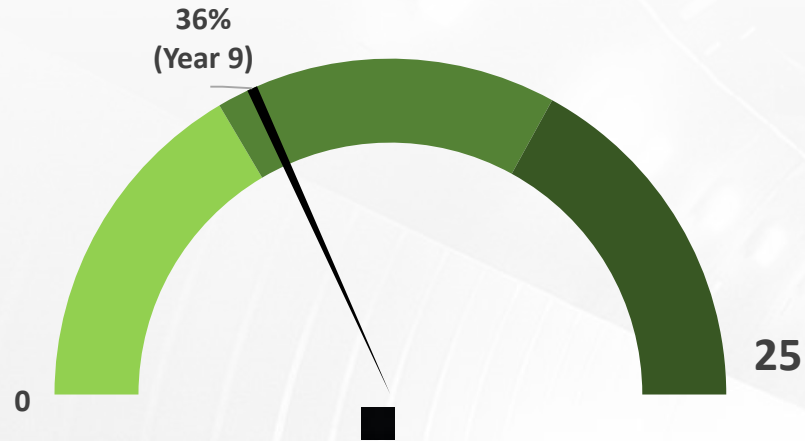
# 4

Top 10 Congested Corridors in the Bay Area



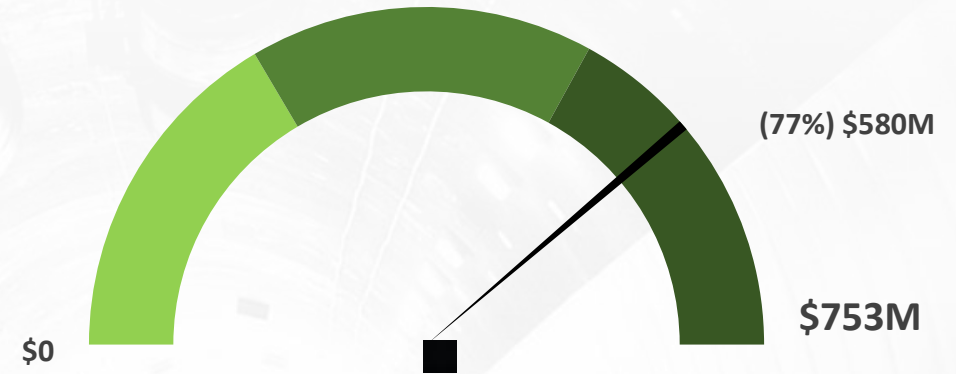
# Measure J Project Delivery - Countywide

Elapsed Time (in Years)



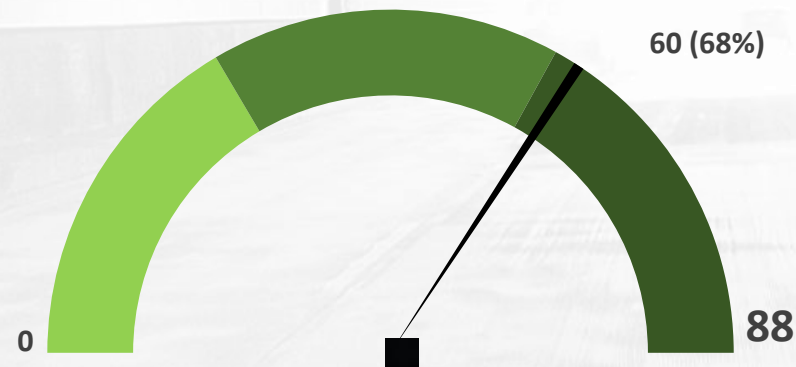
Years Elapsed

Measure J Programmed



Amount Spent

Measure J Projects



Projects Completed or Under Construction

Note: As of June 30, 2018

# Senate Bill 1

LOCAL PARTNERSHIP PROGRAM  
Per Year

»»» **\$2.3M**

LOCAL STREETS AND ROADS  
Per Year

»»» **\$31.1M**

# Regional Measure 3

- I-680/SR-4 Interchange Improvements (Phase 1-2) (\$210 million)
- Richmond – San Rafael Bridge Access Improvements (\$75 million)
- I-80 Transit Improvements (\$25 million)
- East County Intermodal Station (\$15 million)
- Vasco Road Safety Improvements (\$15 million)
- Byron Highway – Vasco Road Airport Connector (\$10 million)
- I-680 Transit Improvements (\$10 million)

**\$360 million investment in Contra Costa projects**



# Transportation Needs

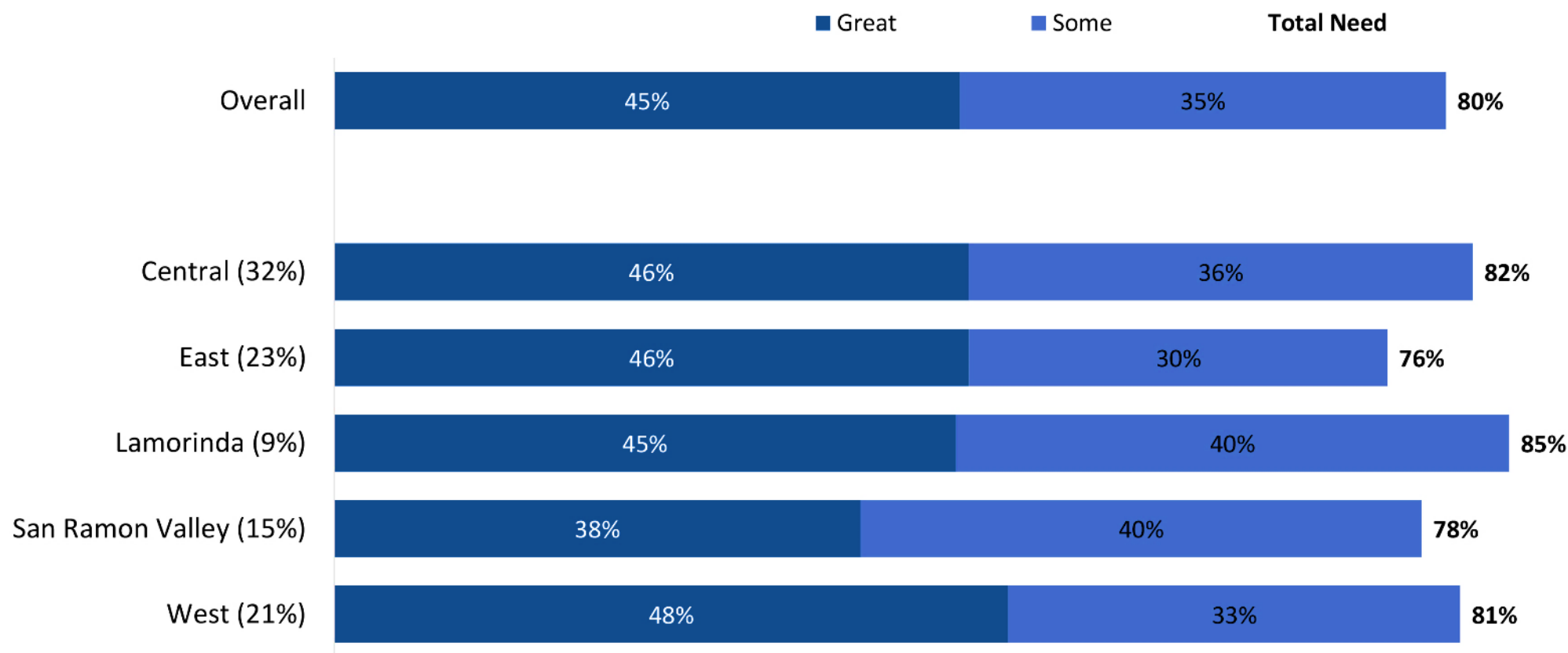
- Gap between available funding and needs is at an all time high. Local funding will keep vital services in place and help attract other funding sources.
- By 2035, 30 percent of the population is expected to be 65\* or older. New and alternative transportation solutions are needed to support the aging population.
- Population in the county is increasing, as is the demand on roads, highways, and transit. Investments are needed to maintain and improve transportation system to effectively accommodate growth.

*\* Population based on Association of Bay Area Governments (ABAG Projections 2013)*



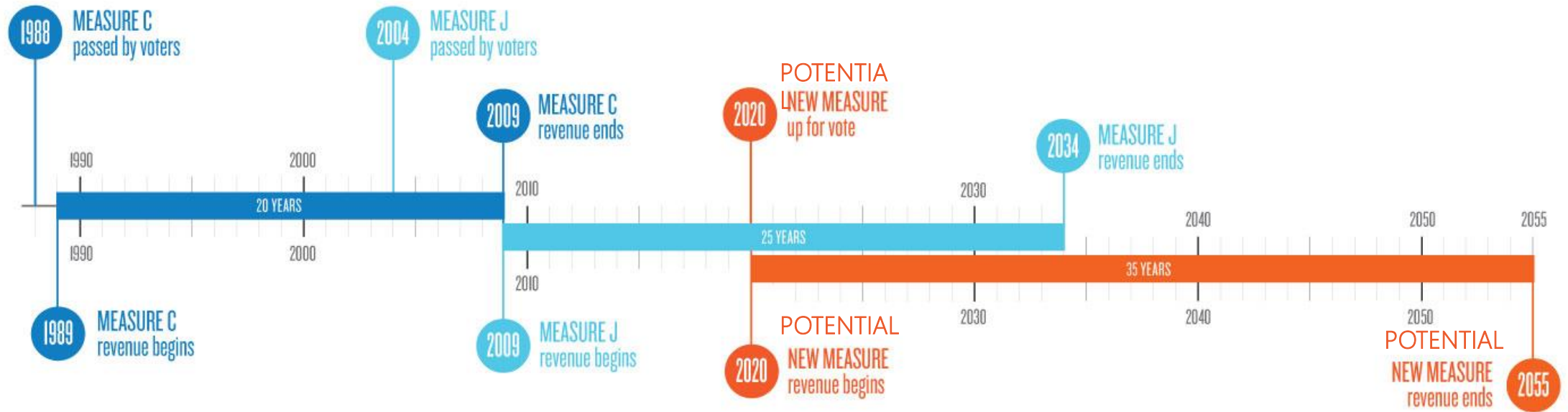
# Need for Transportation Funding by Region

*Perception of need for funding is pervasive across the county, though intensity is lowest in the San Ramon Valley.*



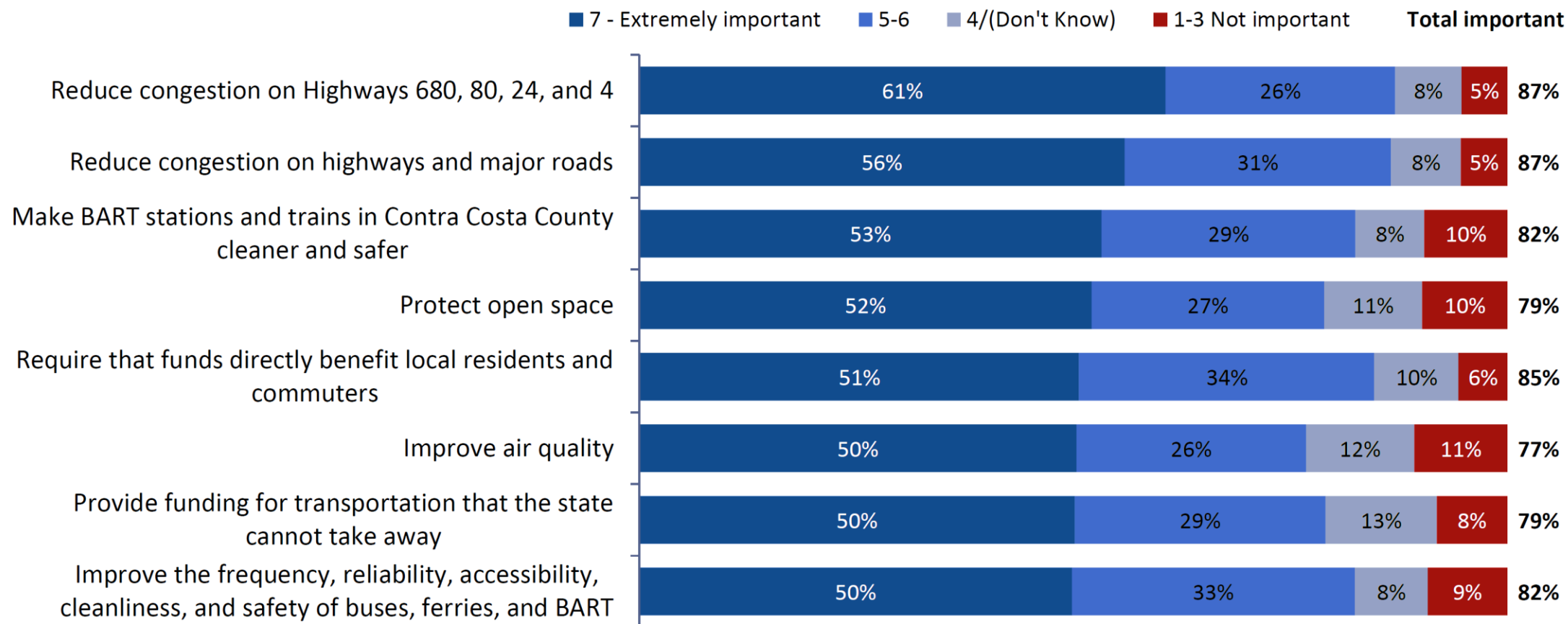
Q6. Thinking about the roads, highways, BART, buses, ferries, bike paths, and sidewalks in Contra Costa County, that is, the entire county transportation network, would you say that there is a great need for additional funding, some need, a little need, or no real need for additional funding?

# Timeline of Local Funding



# Top Potential Measure Elements

*Top-tier elements include congestion reduction, BART and other transit improvements, and environmental protections.  
Requiring funds directly benefit local residents and commuters is a key feature.*



Q19-43. Next, I'd like to read you some items that may be included in this measure. After each one, please rate how important it is to you that it is included in the measure, using a scale of 1 to 7, where 1 means not at all important, and 7 means extremely important.



# Top Measure Information

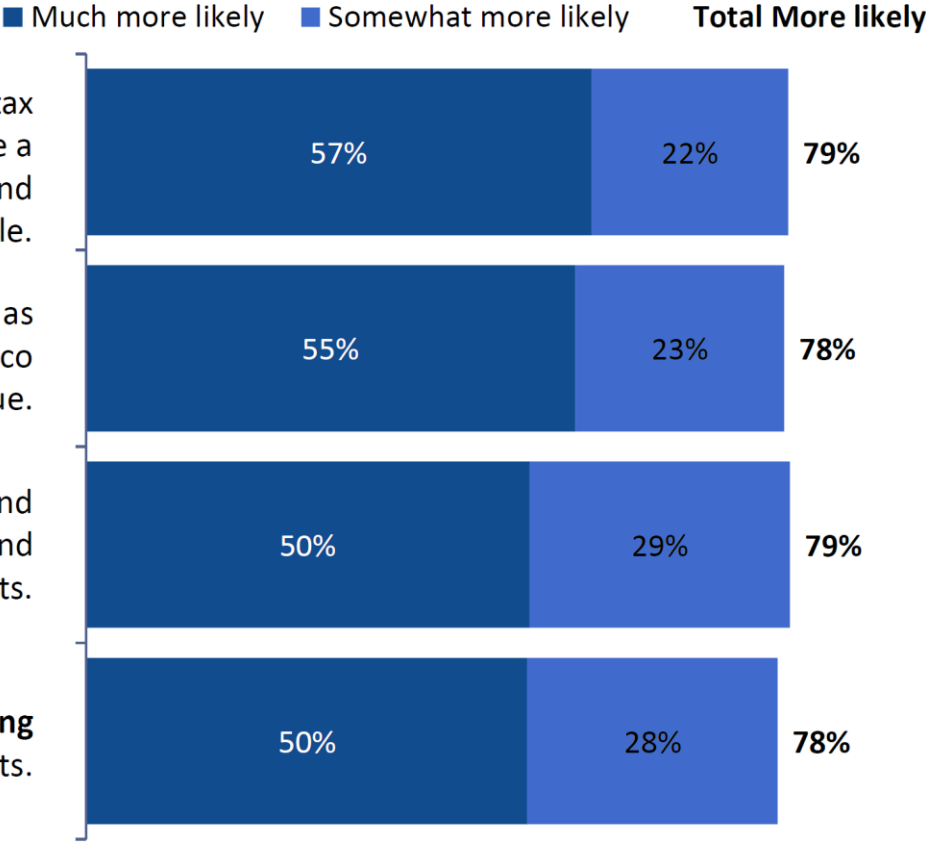
*Voters like the idea of an accountability mechanism that requires funds go to things that impact congestion.*

This measure will make our elected officials **accountable** for how they spend our tax money by requiring proof that anything that is funded with the revenue will make a real impact on congestion in Contra Costa County. They will not be allowed to spend any money on things that don't make our commutes faster and more predictable.

This measure will focus improvements in areas with the **worst bottlenecks**, such as Highways 680, 80, 24, and 4, as well as Ygnacio Valley Road, Kirker Pass Road, Vasco Road, San Pablo Dam Road, and Central Avenue.

This measure uses **technology** that makes getting around faster, easier, safer, and more reliable, like synchronized traffic lights to keep traffic moving, on-demand shuttles to BART, and smart freeway signs to steer drivers around accidents.

This measure allows Contra Costa County to qualify for state and federal **matching funds**, providing more money for badly-needed local transportation improvements.



Q44-58. Next, I'd like to read you some things people might say about the about the Contra Costa County Transportation Improvement Plan. After you hear each statement, please tell me if it makes you much more likely, somewhat more likely, somewhat less likely, or much less likely to support the measure, or if it makes no difference.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: September 24, 2019

Subject: Ordinance regulating polystyrene-based food service ware in unincorporated Contra Costa County. Project No. 7517-6W7086

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**RECOMMENDATION(S):**

INTRODUCE Ordinance No. 2019-25 regulating polystyrene-based food service ware in unincorporated Contra Costa County; WAIVE reading; and FIX October 8, 2019, for adoption.

**FISCAL IMPACT:**

The annual cost to enforce Ordinance No. 2019-25 is estimated to be \$25,000. These costs will be paid with Stormwater Utility Assessment funds.

**BACKGROUND:**

The Transportation, Water and Infrastructure Committee (TWI Committee) first heard this item on November 8, 2018. That meeting provided the public an opportunity to give the County comments on whether or not to ban polystyrene food and beverage containers, and if so, what types of products should be banned. On December 4, 2018, the Board of Supervisors considered a TWI Committee recommendation to adopt an ordinance banning polystyrene food and beverage containers and the extent of the ban. The Board considered the recommendation and expanded the ban to include not only the use of, but also the sale of polystyrene food and beverage containers. The Board then directed staff to prepare an ordinance to implement that ban on polystyrene food service ware. The TWI Committee reviewed the ordinance at its August 12, 2019, meeting and recommended its adoption by the Board.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Michele Mancuso, (925) 313-2236

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

By: , Deputy

cc: Allison Knapp, Deputy Public Works Director, Tim Jensen, Flood Control, Michele Mancuso, County Watershed Program, Catherine Windham, Flood Control

## BACKGROUND: (CONT'D)

Ordinance No. 2019-25. Ordinance No. 2019-25 includes the following provisions:

- The ordinance prohibits food vendors (e.g., restaurants, fast food or take-out services, food trucks, and other businesses that sell food or beverages) in the unincorporated County from using polystyrene food and beverage containers beginning May 1, 2020.
- The ordinance requires food vendors in the unincorporated County to use environmentally friendly food and beverage containers.
- The ordinance prohibits the sale of polystyrene food and beverage containers in the unincorporated County beginning May 1, 2020.
- Prepackaged food items, raw meat trays, and reusable polystyrene ice chests and coolers are exempt.
- Leases and rental agreements for County-owned facilities may require the use of environmentally friendly food service ware. Contracts with County vendors and service providers may require the use of environmentally friendly food service ware in connection with services performed for the County.
- The ordinance includes a process for food vendors to request that the Public Works Director issue a one-year hardship exemption under limited circumstances.

An Administrative Bulletin, which will provide guidance and procedures to implement the ordinance within County departments, is currently being prepared. The Administrative Bulletin would prohibit the use of polystyrene-based food service ware by County departments.

Outreach. Before the TWI Committee meeting on August 12, 2019, staff expanded the outreach mailing list for this project to include over 450 businesses and impacted parties, including representative associations and other parties of interest, like the Restaurant Association, chambers of commerce, and recyclers or recovery businesses. On July 15, 2019, a letter was sent to all parties on the outreach mailing list informing them of the proposed polystyrene ban. The letter included a caption in both Spanish and Chinese that directed them to a website with more information. The website includes text of the letter in English with a button that takes the reader to a translated version of the text into either Spanish or Chinese. The ordinance is also on the website in English, Spanish, and Chinese. The letter requested comments on the ordinance and informed them of the opportunity to express their concerns in person at the TWI Committee meeting on August 12, 2019. There was no public comment at the TWI Committee meeting. A similar letter was subsequently sent to all parties on the outreach mailing list informing them of the Board meeting on September 24, 2019, and the opportunity to submit comments by mail, by e-mail, or by phone, or to comment in person at the Board meeting.

Comments on the Draft Ordinance. Three comments were received after mailing the July 15, 2019, notice/letter. The first comment was from a restaurant in Port Costa that supports the County's effort to ban polystyrene food and beverage containers. The restaurant currently uses only compostable to-go containers. The second set of comments was from the Sustainability Commission. They questioned whether polystyrene raw meat trays were exempt. This was the intent, but it was not clear in the ordinance, so the ordinance was modified to explicitly exempt raw meat trays. The Sustainability Commission's other comments were the same as those expressed by the third and last set of comments, an e-mail from Howdy Goudey (attached) wherein he makes the following four points:

- Compostable Products. Mr. Goudey urges the Board to include compostable products in the definition of "environmentally-friendly food service ware."



- **Define Compostable.** Mr. Goudey suggests including a definition for compostable products as those products accepted by the processors providing service to unincorporated County communities.
- **County Facilities.** Mr. Goudey suggests that County facilities “shall” use alternatives to polystyrene food and beverage containers rather than “may” use alternative materials. This is not the recommendation that was made by the TWI Committee. However, if the Board desires to revise the ordinance in response to this comment, Section 418-18.006 could be modified to provide that leases and rental agreements, and County services contracts, entered into on or after May 1, 2020, “shall” require lessees and contractors to use environmentally-friendly food service ware. If the Board wants to allow exceptions where the County determines a lessee or contractor would experience a hardship, Section 418-18.006 could be modified to allow for those exceptions.
- **Reusable Products.** Mr. Goudey suggests the ordinance emphasize the use of reusable products is preferred and recommended over single-use products.

The issue of compostable products is complicated and revolves around timing. This was discussed at the first TWI Committee meeting on November 8, 2018, and the excerpt of the staff report related to compostable materials is included here for additional background as follows:

**Compostable Materials.** Initially staff recommended the alternative materials allowed would not include compostable products. This was due to concerns expressed by County staff knowledgeable about the recycling industry and the services and facilities available locally to manage compostable materials. At their August 27, 2018, meeting, the Sustainability Commission advocated for including compostable materials as an alternative to polystyrene. They felt it would still be better to have compostable materials in the landfill than alternative plastic materials. In fact, it is worse to have compostable materials end up in the landfill, because compostable materials would generate more greenhouse gas emissions than landfilling recyclable plastic. Staff continues to recommend not including compostable materials as an alternative to polystyrene at this time, for several reasons:

- Only some of the incorporated and unincorporated areas of the County currently have separate collection service for food waste or food contaminated compostable materials, so it is premature to require businesses in unincorporated areas to package food in compostable "To Go" containers.
- The County only has authority over the Franchise Agreements that govern collection provided to approximately 53% of the population living in unincorporated areas, so the County cannot require consistent recycle and compostable collection services. For consistent service, the County will need cooperation from the Special Districts or Joint Powers Authority having authority over the collection franchises governing services provided to the remaining unincorporated areas (47%).
- New regulations are being developed in response to recent changes in State law that will impose substantial new requirements related to recovery and composting of organics in the waste stream. It is critical that the County not take an action mandating increased generation of compostable waste without first ensuring there is sufficient composting capacity to manage food waste and other compostable items already present in our waste stream.
- Some compostable products look very similar to plastic and cannot be distinguished by the public, making proper sorting at the customer level problematic. This same challenge is also problematic for composting facility operators, and when in doubt, the material will be disposed of and not composted. At

a minimum, it makes the sorting process more complex and time-consuming. If sorting costs increase, recyclers are likely to either raise rates or refuse to accept compostable food waste materials. Refusal to accept compostable materials would result in an increase in the waste stream to and methane emissions from our landfills.

Our goal is to roll out an easy to understand and easy to implement program. Adding compostable materials at this time would create confusion and increase complexity. Senate Bill 1383 (2016) requires a 50% reduction in organic waste going to landfills by 2020 and a 75% reduction by 2025. The objective of these reduction targets is to reduce methane emissions from landfills. Including compostable products as an alternative material for food and beverage containers would increase the amount of organic waste generated, making it harder to achieve these reduction targets as some of this waste would likely end up in landfills.

Not all compostable products are the same. Plastic-based compostable products do not break down fast enough for commercial composting and can get confused with other non-compostable plastics that then contaminate the composting operation. Paper-based products are compatible with commercial composting operations. Compostable grade plastic and paper food-ware both go in green-waste containers as compostable products. Recyclable plastic food-ware goes into recycle containers.

The real challenge to recovering these materials is food remnants that contaminate food-ware materials. Wholesale buyers of recycled materials have been requiring a much higher quality product. This in turn means that food residue on recyclable plastic food-ware products must be washed off to be accepted at recycling facilities. Unwashed recyclable plastic food-ware is diverted to the landfill. Therefore, it is ultimately up to consumers to clean their food laden recyclable plastic food-ware if the County is to reach its goal of reducing landfill disposal.

Composting has numerous benefits, including water conservation, improved soil health, and carbon sequestration. Staff recommends the ordinance be amended in the future to include compostable materials, once the County and local cities have compostable material collection programs in place. It will also be important for the County to verify there is adequate composting facility capacity to manage the additional material and obtain confirmation from the operator that the alternative compostable materials that would be required will actually be composted locally.

Another potential option for the proposed ban of polystyrene food and beverage containers, not recommended by staff, is to include a compostable provision that only allows paper-based products. At a minimum, the County should consult with the composting facility operator to confirm the facility would in fact compost the paper-based products that would be required by the ordinance. If the TWI Committee chooses to include compostable products as an alternative material, then staff recommends the ordinance not specify the inclusion of compostable materials, but also not preclude the use of compostable materials. Instead, businesses will be informed of what alternative materials are acceptable by County staff during the implementation phase of the polystyrene ban project. Initially, compostable products will not be listed as an acceptable material. In the board order approving the ordinance, staff would suggest specific prerequisite actions/milestones that would trigger when to include compostable products as an acceptable material. Suggested prerequisite actions/milestones would include determination that introduction of compostables would not negatively impact the County's compliance with SB 1383 regulations currently being developed by the State, assurance from local operators there is adequate capacity to handle the additional compostable materials, and there is uniform collection service throughout unincorporated communities accepting compostable food-ware materials (with food residue) in green-waste containers.

At the December 4, 2018, Board meeting, the TWI Committee report concluded the following

recommendation for compostables:

Compostables. Do not include compostable products at this time.

- **Conditional Adoption.** If adding compostable products to the ordinance is considered, staff recommends the introduction of compostable products as an acceptable alternative material would occur after certain conditions are met, to be outlined in the board order adopting the ordinance:
  - Compatible with SB 1383 regulations
  - Adequate local compost operator capacity
  - Uniform compostable collection service

Ordinance Related Action Items. At the December 4, 2018, meeting, the Board directed staff to do the following:

- **Letter to Cities and Towns.** The Board asked staff to draft a letter to the cities and towns advising them of the County's proposed ordinance and the County's interest in having requirements throughout the County that are as consistent as possible. On January 10, 2019, two draft letters, one to Cities/Towns with an ordinance and one to Cities/Towns without an ordinance, were sent to each Board member for them to send to the Cities/Towns within their Supervisorial District. The letter indicated that County staff would be contacting the City/Town to discuss how they enforce their ordinance, if they have one, and if they have no ordinance asking if they had plans to adopt one.
- **City/Town Report.** The Board asked staff to find out if Cities/Towns without an ordinance had plans to adopt one, and for those Cities/Towns that have an ordinance, how they enforce their ordinance. Staff contacted the Cities/Towns that currently do not have a polystyrene ordinance (Antioch, Brentwood, Clayton, Danville, Moraga, Oakley, Orinda, Pleasant Hill, and San Ramon) and asked if they have plans to adopt an ordinance banning Styrofoam food and beverage containers. None of the cities that responded are planning to adopt an ordinance, some due to limited staff resources and some relying instead on a statewide ban. In a couple of cities, staff is supportive of a ban, but the idea has not gained traction. Staff also contacted the Cities/Towns that currently have a polystyrene ordinance (Concord, El Cerrito, Hercules, Lafayette, Martinez, Pinole, Pittsburg, Richmond, San Pablo, and Walnut Creek) and asked how they enforce their ordinance. Enforcement is either through a complaint driven program where citizen complaints trigger an inspection, or an inspection program that systematically inspects businesses for compliance. A few City/Town enforcement programs are complaint driven, but most ordinances are enforced through a formal inspection program, and most businesses readily comply after the first warning. Some enforcement programs are being changed from inspection to complaint driven because the rate of compliance is very high.
- **Public Service Announcement.** The Board asked staff to prepare a public service announcement explaining why the ban of polystyrene food and beverage containers is needed to protect wildlife and prevent pollution of our waterways. Staff worked

with the Office of Communications and Media to develop a public service announcement, which will be shown at the Board of Supervisors meeting.

It should be noted that a specific exemption for raw meat trays was added to the ordinance after the TWI Committee meeting. The intent was always to exempt polystyrene raw meat trays. The Sustainability Commission, in their review, questioned whether the ordinance as written in fact exempted raw meat trays, so the ordinance was modified to include an explicit exemption.

Staff recommends introducing Ordinance 2019-25, waiving reading, and fixing October 8, 2019, for adoption. Staff also recommends that the Board consider any public comments on the ordinance that will be considered for approval at the October 8, 2019, Board meeting.

CONSEQUENCE OF NEGATIVE ACTION:

If Ordinance No. 2019-25 is not introduced, it cannot be considered for adoption by the Board of Supervisors.

ATTACHMENTS

Ordinance No. 2019-25

Comments on Polystyrene Ban Ordinance

Findings

## **ORDINANCE NO. 2019-25**

### **(Environmentally-Friendly Food Packaging)**

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 1. Summary.** This ordinance prohibits food vendors from using polystyrene food service ware, and it requires food vendors to use environmentally-friendly food service ware, unless the vendor obtains an exemption under this ordinance. This ordinance also prohibits the retail sale of polystyrene food service ware in unincorporated Contra Costa County. Pre-packaged food items and reusable polystyrene-based ice chests and coolers are exempt from the requirements of this ordinance.

**SECTION 2.** Chapter 418-18 (Environmentally-Friendly Food Packaging) is hereby added to Division 418 (Refuse) of the Ordinance Code to read:

### **Chapter 418-18 Environmentally-Friendly Food Packaging**

**418-18.002 Definitions.** For the purposes of this chapter, the following terms have the following meanings:

- (a) “Environmentally-friendly food service ware” means food service ware that meets one of the following criteria:
  - (1) Single-use, disposable containers and other products made from recyclable materials and used for selling, vending, or serving food or beverages, including but not limited to cups, bowls, plates, and hinged or lidded containers (clamshells).
  - (2) Products that can be used more than once in their current form to serve or transport prepared, ready-to-consume food or beverages, including but not limited to cups, bowls, plates, and containers made from ceramic, glass, porcelain, metal, or other composite or product intended to be reused.
- (b) “Food vendor” means a person that does one or more of the following in unincorporated Contra Costa County:
  - (1) Sells prepared food to the public at retail, whether take-out, dine-in, or delivery, including sales of prepared food from food trucks.
  - (2) Provides prepared food to the public, including at organized or special events, whether or not for sale.

- (3) Provides prepared food to clients or residents of facilities, such as board-and-care facilities, homeless shelters, food banks, food assistance programs, senior centers, nursing homes, schools, hotels, or clinics, whether or not for sale.
- (c) “Polystyrene-based” means and includes expanded polystyrene, which is a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion blow molding (extruded foam polystyrene). The term “polystyrene” also includes polystyrene that has been expanded or blown using a gaseous blowing agent into a solid foam (expanded polystyrene (EPS)), and clear or solid polystyrene known as oriented polystyrene.
- (d) “Polystyrene food service ware” means polystyrene-based, single-use, disposable containers and other products used for selling, vending, or serving food or beverages. Polystyrene food service ware includes, but is not limited to, cups, bowls, plates, and hinged or lidded containers (clamshells) that are made from expanded or extruded polystyrene. For the purposes of this ordinance, polystyrene food service ware does not include any of the following products: straws, splash sticks, stir sticks, soup lids, drink lids, utensils, tablecloths, egg cartons, and liquid cartons.
- (e) “Prepackaged food” means any properly-labeled processed food that is prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer.
- (f) “Prepared food” means food or beverages that are serviced, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, or otherwise prepared. Prepared food does not include raw eggs, fish, meat, or poultry, or any raw foods containing those raw materials.
- (g) “Raw meat trays” means trays used for packaging raw meat, poultry, seafood, or other similar protein intended to be cooked or prepared offsite.
- (h) “Recyclable materials” means any materials that are accepted in the recycling collection programs in unincorporated Contra Costa County.

(Ord. 2019-25, § 2.)

**418-18.004 Polystyrene food service ware prohibited.** Beginning on May 1, 2020:

- (a) A food vendor shall not provide polystyrene food service ware to any person. A food vendor shall use only environmentally-friendly food service ware.
- (b) A person shall not sell, at wholesale or at retail, polystyrene-based food service ware.

(Ord. 2019-25, § 2.)

**418-18.006 Use of polystyrene at County facilities.**

- (a) A lease or rental agreement between the County and a person for the occupancy or use of a County facility may require the use of environmentally-friendly food service ware at the facility being leased or rented.
- (b) A contract with a person to provide services to or on behalf of the County may require the use of environmentally-friendly food service ware in connection with the provision of those services.

(Ord. 2019-25, § 2.)

**418-18.008 Exempt products and food vendor hardship exemptions.**

- (a) Exempt products. Notwithstanding anything to the contrary contained in this chapter, this chapter does not prohibit the sale or use of any of the following:
  - (1) Prepackaged food products that do not use environmentally-friendly packaging, or that use polystyrene-based packaging materials.
  - (2) Polystyrene-based ice chests and coolers intended to be reused.
  - (3) Raw meat trays.
- (b) Food vendor hardship exemptions.
  - (1) Application for hardship exemption. A food vendor may request a hardship exemption from the requirements of this chapter by submitting a written request to the Public Works Director. The food vendor must establish to the satisfaction of the Public Works Director that use of polystyrene food service ware will cause an undue hardship to the vendor, or that no suitable alternative to polystyrene food service ware is available in the form of environmentally-friendly food service ware. The Public Works Director may require the food vendor to provide additional information in support of its request for a hardship exemption, including but not limited to a list of available alternative packaging materials and the reasons why those materials cannot be used without causing a hardship to the food vendor. A hardship does not exist solely on the basis that an environmentally-friendly food service ware product costs more than a similar polystyrene food service ware product.
  - (2) Determination. A food vendor that submits a written request for a hardship exemption will be issued a written decision by the Public Works Director indicating whether the hardship exemption is granted. A written decision denying a hardship exemption will explain the reasons for the denial.



- (3) Term. A hardship exemption is valid for a period of one year from the date the Public Works Director approves the exemption.
- (4) Successive exemptions permitted. A hardship exemption does not automatically renew, and a new application for a hardship exemption is required to obtain a successive one-year hardship exemption. There is no limit on the number of successive one-year hardship exemptions a food vendor may apply for under this section.

(Ord. 2019-25, § 2.)

**418-18.010 Enforcement.** The Public Works Director is responsible for enforcing the requirements of this chapter within unincorporated Contra Costa County. The County may seek compliance with this chapter by any remedy allowed under this code, including, but not limited to, administrative fines, infraction citations, and any other remedy allowed by law.

(Ord. 2019-25, § 2.)

**SECTION 3. Effective Date and Publication.** This ordinance becomes effective 30 days following its adoption by the Board of Supervisors. Within 15 days after passage, this ordinance shall be published in the East Bay Times, a newspaper published in this County, in a manner satisfying the requirements of Government Code section 25124, with the names of supervisors voting for and against it.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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

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

[SEAL]

SMS  
H:\Client Matters\Public Works\Ordinances\Polystyrene\Ord 2019-25 (v 090319 - FINAL) .docx

**From:** Howdy Goudey <[howdy.goudey@gmail.com](mailto:howdy.goudey@gmail.com)>  
**Sent:** Thursday, September 5, 2019 5:20 PM  
**To:** Michele Mancuso <[Michele.Mancuso@pw.cccounty.us](mailto:Michele.Mancuso@pw.cccounty.us)>; Jody London <[Jody.London@dcd.cccounty.us](mailto:Jody.London@dcd.cccounty.us)>  
**Subject:** Comments on Polystyrene Ban Ordinance

Dear Contra Costa County Board of Supervisors and Staff,

I welcome the ban of polystyrene foodware in the proposed ordinance. Please consider the following comments regarding this ordinance. I am the chair of the Contra Costa Sustainability Commission, but these are my personal comments on the topic. The Commission submitted separate feedback as part of our August 26th meeting.

The definition of "Environmentally-friendly food service ware" (418-18.002.a.1) only identifies "recyclable" single-use products. The version of the ordinance posted in the Sustainability Commission packet for their Aug. 26th meeting also included "compostable" products, but this reference to compostable products was removed after that draft (this removal was not a recommendation of the Commission).

It is inappropriate to exclude compostable foodware products from the definition of environmentally friendly food service ware. In most cases compostable single-use food ware is superior to recyclable options because the waste food and foodware are processed in the same waste stream and the container does not need to be separated and cleaned of food, as a recyclable container does.

This will be increasingly important as the state mandated compliance with food-waste diversion into (uncontaminated) compost streams is scheduled to increase significantly in coming years. Use of appropriate compostable foodware containers will make this compliance much easier than separating foodwaste and cleaned recyclable containers. Also, renewable plant based single use products (principally paper and wood) are more sustainable and have a lower environmental impact than the supply chain and processing impacts of petroleum based plastics, even when the plastics are recycled. As has been widely recognized, the large fraction of single-use plastics that do not end up being recycled have created serious pollution, on a massive scale, in the oceans and throughout our entire environment.

It is true that there are some materials purported to be compostable (such as flatware made from hard bioplastics) that, in practice, are not suitable for all compost processors, or at least are easily confused with non-compostable items. However, this is not a reason to eliminate superior paper and wood based compostable foodware options from the definition of environmentally friendly food service ware.

By additionally including a definition for compostable products (like 418-18.002.h), that specifies compostable products as items that are accepted by the processors providing service to the unincorporated county, the proper compostable products will be identified as part of the disclosure of acceptable materials by the processors. The acceptable items may change over time with market conditions and processing technology, making the ordinance defined in this manner more adaptable to future changes in the recycling and composting industry.

Both lines 1 and 2 of 418-18.006, Use of polystyrene at County facilities, should be updated to change "may" to "shall." If the county is requiring environmentally-friendly food service ware for all food

vendors, it needs to lead by example and require the same standards at all county facilities, whether it is directly part of a county function, a contractor to the county, or a county facility rental to an outside party.

I further recommend that the re-usable definition of environmentally-friendly food service ware (418-18.002.a.2) be emphasized as the preferred and recommended approach over any single-use product, including a statement that the long term operating costs for the food vendor will often be lower (they will save money) if they utilize re-usable foodware products rather than continuously purchasing single-use disposables.

Thank you for your time and consideration,

Howdy Goudey  
635 Elm St.  
El Cerrito, CA 94530

# Contra Costa County Board of Supervisors

**October 8, 2019**

Findings in support of the adoption of Ordinance No. 2019 - 25 regulating polystyrene-based food service ware in unincorporated Contra Costa County.

## **Findings:**

The Board of Supervisors finds and determines as follows:

- (a) Polystyrene, often referred to by the trademark “Styrofoam”, is a petroleum-based, lightweight plastic material commonly used as food service ware by retail food vendors operating in unincorporated Contra Costa County. Polystyrene has become a problematic environmental pollutant because it is non-biodegradable and nearly non-reusable. It can take hundreds of years for polystyrene to break down even in landfills.
- (b) The County and the Contra Costa County Flood Control and Water Conservation District spend approximately \$750,000 annually to remove litter from waterways and sensitive environmental areas within the County. Polystyrene single-use food service ware constitutes a significant portion of that litter.
- (c) Prohibiting the use of polystyrene food service ware and requiring the use of recyclable, compostable, and reusable food service ware will advance the County’s interests in protecting its waterways, environment, and taxpayers from the negative environmental and financial impacts associated with polystyrene food service ware. This ordinance also is intended to assist the County with meeting its trash reduction requirements under its regional stormwater permit issued by the regional water quality control board. By enacting this ordinance, the County joins the following cities within Contra Costa County that have enacted some type of ban on the use and/or sale of polystyrene: Concord, El Cerrito, Hercules, Lafayette, Martinez, Pinole, Pittsburg, Richmond, San Pablo, and Walnut Creek.
- (d) Food service vendors and businesses may have existing inventories of polystyrene food service ware, and they may need time to purchase environmentally friendly food service ware. For those reasons, the prohibition against the sale and use of polystyrene food service ware will be effective May 1, 2020.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: September 24, 2019

Subject: RECEIVE PRESENTATION on the Cleaner Contra Costa Challenge

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**RECOMMENDATION(S):**

CONSIDER accepting a report on the Cleaner Contra Costa Challenge, as recommended by Supervisors Mitchoff and Gioia.

**FISCAL IMPACT:**

The Cleaner Contra Costa Challenge is being funded by a \$199,000 grant from the Bay Area Air Quality Management District.

**BACKGROUND:**

On October 9, 2018, the Board accepted a Climate Protection Grant from the Bay Area Air Quality Management District. Under this two-year grant, the County -- working in partnership with the Cities of San Pablo, Antioch, and Walnut Creek, Sustainable Contra Costa and 511 Contra Costa -- has introduced the Cleaner Contra Costa Challenge. The Cleaner Contra Costa Challenge is an online platform that allows residents to create an online profile for their household, and then take actions that create a cleaner, healthier community and save money.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Jody London,  
925-674-7871

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

By: , Deputy

cc:

### BACKGROUND: (CONT'D)

Under the grant agreement, the County is serving as the administrator for the grant. The purpose of the grant is to identify marketing and outreach strategies that are most effective in reaching residents in the diverse communities of Contra Costa. Sustainable Contra Costa is the lead for the marketing and outreach activities. A key strategy for success is for residents to form teams, in terms of energy and natural resources, and take the Challenge together. See [CleanerContraCosta.org](http://CleanerContraCosta.org) for more information.

### CONSEQUENCE OF NEGATIVE ACTION:

Failure to accept the presentation means the Board will not have an opportunity to learn about the progress of the Cleaner Contra Costa Challenge.

### ATTACHMENTS

Cleaner CC Challenge PowerPoint Presentation





# CLEANER CONTRA COSTA CHALLENGE

Presentation to the Contra Costa County Board of Supervisors

September 24, 2019

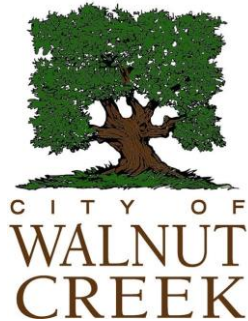
Jody London, County Sustainability Coordinator

[Jody.London@dcd.cccounty.us](mailto:Jody.London@dcd.cccounty.us)

# Cleaner Contra Costa Challenge



CITY OF SAN PABLO  
*City of New Directions*



BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

A HEALTHY BREATHING ENVIRONMENT FOR EVERY BAY AREA RESIDENT

ANTIOCH  
CALIFORNIA

Community  
Climate  
Solutions

# Cleaner Contra Costa Challenge



- Pilot program of a software application that lets residents assess their energy and resource consumption and learn how they can conserve
- Two-year grant from the Bay Area Air Quality Management District- \$199,000
- Behavior Change - 1.1 million County residents
  - ❖ Pilot marketing and outreach strategies
  - ❖ Initial focus in San Pablo, Antioch, and Walnut Creek
- This pilot program has a goal to enroll 4,500 households and is expected to achieve the following savings:
  - ❖ 8% reduction in energy use in participating households (electricity and natural gas)
  - ❖ 7% reduction in water consumption in participating households
  - ❖ Reduction of 1.8 tons of greenhouse gas emissions per participating household
  - ❖ Cost savings of \$260 per household
  - ❖ Total program greenhouse gas emission reductions of 8,219 tons
  - ❖ Total participant cost savings of \$1.1 million

Join the Cleaner Contra Costa Challenge to  
create a cleaner, healthier community and  
save money!

[JOIN THE CHALLENGE](#)[WHY JOIN? →](#)

**500**

HOUSEHOLDS BY NOVEMBER  
2019 PARTICIPATION GOAL



**250**

TONS OF CO<sub>2</sub> BY NOVEMBER  
2019 REDUCTION GOAL

TOP COMMUNITY GROUP

**St. Stephen's, Orinda**

TOP TEAM

**Undead Roller Derby**

# Cleaner Contra Costa Challenge



## How it works



### Create your profile

It's easy to get started. Create your household profile and enter some information on your current activities so we can track your success!



### Take sustainable actions

Browse a list of actions that will help reduce your impact, then add them to your dashboard. We'll help with next steps, costs, and questions.



### Work together

Create a team of households so you can collaborate together. Discuss actions with the whole community. And compete with other communities too!

# Start a Team or Community Group



Join or Start a Team

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Join a Community  
Group

Create a community  
group

---

**#1**

**City**

Walnut Creek



# Recommended Actions



## Choose Green Electricity

Go Renewable without home solar!  
The easiest way to make a BIG impact.

★ Easy    ☆ 9,000    \$ -120



## Combine Trips

A bit of planning = big savings

★ Easy    ☆ 830    \$ 230



## Bike, Walk, Skateboard or Unicycle

Enjoy the fresh air and energize your day!

★ Medium    ☆ 830    \$ 230



## Reduce & Reuse

The two most important R's

★ Easy    ☆ 1,750    \$ 0



## Switch to LEDs

A few light bulbs = big savings

★ Easy    ☆ 130    \$ 60

Here are a few actions we recommend to get started!

# Join the CLEAN Team Challenge



September 23- March 19, 2020

1. Sign up
2. Form or Join a CLEAN Team
3. Earn points by completing sustainable actions
4. Have fun, earn prizes, & be recognized!



# Questions



**Contact us to see how you can get involved!**

**[CleanerContraCosta.org](http://CleanerContraCosta.org)**

**Andrew McKleroy**

Community Engagement Coordinator

Sustainable Contra Costa

[andrew@sustainablecoco.org](mailto:andrew@sustainablecoco.org)

(510) 599-7268



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: September 24, 2019

Subject: NOMINATION OF 2020 OFFICERS OF THE BOARD OF SUPERVISORS

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**RECOMMENDATION(S):**

1. ELECT a Supervisor to be Chairperson of the Board of Supervisors for calendar year 2020 or until the selection of a successor, whichever occurs later.
2. ELECT a Supervisor to be Vice-Chairperson of the Board of Supervisors for calendar year 2020 or until the selection of a successor, whichever occurs later.
3. ADOPT Resolution No. 2019/500, superseding Resolution No. 2019/81 adopted on March 12, 2019, updating the Rules of Procedures for Board of Supervisors Meetings to specify that the election of officers of the Board of Supervisors shall occur on or about the last meeting in September for the ensuing year beginning January 1; and also adding policies and procedures for participation in board meetings via teleconference, and concerning what devices may be brought into the boardroom.

**FISCAL IMPACT:**

None.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Supervisor John Gioia  
(510) 231-8686

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

By: , Deputy

cc:

## BACKGROUND:

At the first meeting of each calendar year, the Board of Supervisors reorganizes, selecting its chair and vice chair, updating its rules of procedure, establishing the list of standing and *ad hoc* committees and appointing board members to committees, and discussing prior year accomplishments and new year goals and challenges. Preparation for the annual reorganization meeting requires many weeks of staff effort, under the direction of the board chair.

The board of supervisors votes to select its officers following a nomination process. Although not a requirement, the board has traditionally rotated the offices of chair and vice chair among the five members, i.e., each member would serve as chair at least once during his/her term of office. This rotation has historically been interrupted only due to changes in membership or absence due to illness.

The Chair serves as presiding officer of the Board; rules on questions of procedure; nominates for Board approval representatives to Board committees whose appointment is not otherwise provided for; signs resolutions, ordinances, contracts, leases and other official documents approved by the Board; preserves order and decorum; and decides all questions of order. The Chair may consult with County Counsel in making such rulings. Decisions of the Chair may be overruled by a majority vote of the Board of Supervisors.

The Vice-Chair has and may exercise all powers and duties of the Chair at the meetings at which the Chair is absent.

If neither the Chair nor the Vice-Chair is present at a Board meeting, the Board members present select one of their members to act as the Chair Pro Tempore. The Chair Pro Tempore shall have and exercise all the powers and duties of the Chair for that particular meeting only.

In past years, the board has selected its officers at the January reorganization meeting. Because the reorganization requires substantial thought and planning, early selection of new year officers would permit the incoming board chair to take an active role in planning for the annual reorganization. Early selection of officers going forward would necessitate changes to the following Rules of Procedure for Board of Supervisors Meetings, as shown in attached Resolution No. 2019/500, Attachment A:

- Rule 3: Organization Meeting
- Rule 6: Annual Selection of Chair and Vice Chair

It is also recommended to incorporate rules for electronic attendance by Supervisors at board meetings, which are added in Section 14 of the Rules, and restricting certain types of devices from being brought into the board chambers, which is addressed in Rule 15.

## CONSEQUENCE OF NEGATIVE ACTION:

Planning and administrative of the annual board reorganization may take longer to implement if the 2020 board officers are not decided in the fall of 2019.

## ATTACHMENTS

Resolution 2019/500

Resolution No. 2019/500 Attachment A\_Board Rules and Procedures

Resolution No. 2019/500 Attachment A\_Board Rules and Procedures\_Marked-up Version

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

Adopted this Resolution on 09/24/2019 by the following vote:

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



**Resolution No. 2019/500**

IN THE MATTER OF UPDATING THE RULES OF PROCEDURES FOR BOARD OF SUPERVISORS MEETINGS TO PERMIT EARLIER ELECTION OF NEW YEAR OFFICERS

WHEREAS the Board of Supervisors, each calendar year, reorganizes, electing a chairperson and vice chairperson, approving committee assignments, and defining its goals for the next 12 months; and

WHEREAS, the annual reorganization requires many weeks of advance planning; and

WHEREAS, the early selection of officers of the Board of Supervisors would facilitate a seamless transition of leadership at the time of reorganization; and

WHEREAS it has at times been necessary for a board member to participate in a board meeting from a remote location; and

WHEREAS certain rules of conduct are necessary to preserve the orderly conduct of board meetings;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Rule 3 of the Rules of Procedures for Board of Supervisors Meetings is hereby modified to read, "The Organization Meeting of the Board shall be held on its first regular meeting in January of each year, at which time the new year chair and vice chair will assume their offices."
2. Rule 6.2 of the Rules of Procedures for Board of Supervisors Meetings is hereby modified to read, "The election of officers of the Board of Supervisors shall occur on or about the last meeting in September for the ensuing year beginning on January 1. Officers shall serve until December 31 or until the selection of their successors, whichever occurs later." Rule 6.3 is deleted and Rule 6.4 is renumbered to 6.3.
3. New Rule 14 regarding Participation of Supervisors by Teleconference is added.
4. Old Rule 14 is renumbered to Rule 15 - Disruption of Meeting. Rule 15 is hereby modified to read, "For the purpose of insuring the orderly conduct of the Board of Supervisors meeting, no whistles, horns, drums, noise makers, megaphones, air horns, bullhorns, or other amplified devices are allowed inside the County Administration Building while the meeting is in session. If any meeting is willfully interrupted by a group or groups of persons so that the orderly conduct of the meeting becomes infeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Chair may order the meeting room cleared, as authorized by law (Gov. Code, § 54957.9), recess the meeting, adjourn the meeting."
5. The updated Rules of Procedures for Board of Supervisors Meetings is adopted as in Attachment A.
6. This Resolution supersedes and replaces Resolution No. 2019/81 adopted on March 12, 2019.

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

**Contact: Supervisor John Gioia (510)  
231-8686**

**ATTESTED: September 24, 2019**

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

By: , Deputy

**cc:**



## **RULES OF PROCEDURES FOR BOARD OF SUPERVISORS MEETINGS**

### **POLICY**

It is the policy of the Board of Supervisors to hold public meetings in accordance with the requirements of the Ralph M. Brown Act and all other applicable governing legislation. The Board strives to govern and work together in an effective, efficient, ethical and courteous manner in the highest tradition of public service and in the best interests of the County of Contra Costa and its residents. This resolution supersedes Resolution No. 2015/55.

### **PROCEDURE**

#### **GENERAL PROVISIONS**

##### **Rule 1. Applicability of Rules**

1.1 These Rules of Procedure (“Rules”) are adopted pursuant to Government Code Section 25003. The rules apply to the Board of Supervisors of the County of Contra Costa whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority, or board.

1.2 The Rules are deemed to be procedural only. Except as otherwise provided by law, the failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with law.

1.3 Except as otherwise provided by law, these Rules, or any one of them, may be suspended by order of the Chair and will be deemed suspended by actions taken by or with the consent of the Chair or a majority of the Board members.

##### **Rule 2. Definitions**

2.1 “Board” means the Board of Supervisors of the County of Contra Costa, whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority or board;

2.2 “Chair” and “Vice Chair” mean the Board members elected to those respective offices. “Chair” also means the presiding officer acting in the absence of the elected Chair.

2.3 “Clerk” means the Clerk of the Board or a Deputy Clerk of the Board;

2.4 “County Counsel” means the Board’s attorney, appointed pursuant to Ordinance Code section 24-12.002.

## **MEETINGS**

### **Rule 3. Organization Meeting**

The Organization Meeting of the Board shall be held on its first regular meeting in January of each year, at which time the new year chair and vice chair will assume their offices.

### **Rule 4. Regular Meetings**

4.1 All regular meetings shall be held by the Board, in all its capacities, in its chambers in the Contra Costa County Administration Building, at 651 Pine Street, Martinez, California. Regular meetings shall commence at 9:00 a.m., or as otherwise prescribed by the Chair. Regular meetings generally shall be held on every Tuesday of the month. However, the Board of Supervisors shall not be required to hold a regular meeting (1) on any Tuesday that is the fifth Tuesday of a calendar month, (2) on any Tuesday following a Monday holiday; (3) that is canceled pursuant to the annual calendar adopted by the Board or (4) that is canceled by the Chair when no quorum is expected to be present.

4.2 Holidays, fifth Tuesdays, and periodic breaks, which result in a canceled meeting, will be determined by the Board and posted annually.

### **Rule 5. Absence of a Quorum, Adjournment**

5.1 In the absence of a quorum, the remaining members or (if no member is present) the Clerk may adjourn the meeting to another date and time in accordance with Government Code Section 54955 and shall post a Notice of Adjournment.

5.2 In the event a Supervisor leaves the hearing room, momentarily causing a lack of quorum, he or she should notify the Chair of his or her intended absence, and the Chair may call a recess.

## **ELECTION, POWERS AND DUTIES OF CHAIR AND VICE CHAIR**

### **Rule 6. Annual Selection of Chair and Vice Chair, and Committee Assignments**

6.1 On or before December 1 of each year, on a form provided by the Clerk of the Board, each Board member will submit to the Clerk of the Board their individual preference for appointment to committees, boards and commissions. During the month of December, the Clerk of the Board will ask the Board to acknowledge receipt of the preference forms as a Board action item on a public agenda.

6.2 The election of officers of the Board of Supervisors shall occur on or about the last meeting in September for the ensuing year beginning on January 1. Officers shall serve until December 31 or until the selection of their successors, whichever occurs later."

6.3 At its Organization Meeting, or thereafter, the incoming/new Chair of the Board will submit for approval by the full Board, the Chair's final recommendations for Board assignments to the local, regional and statewide committees, boards and commissions, in accordance with the Board's March 21, 2000 policy on Board Member Committee Assignments, as may be amended from time to time.

#### **Rule 7. Powers and Duties of Chair**

The Chair shall serve as presiding officer of the Board, rule on questions of procedure, nominate for Board approval representatives to Board committees whose appointment is not otherwise provided for, sign resolutions, ordinances, contracts, leases and other official documents approved by the Board, preserve order and decorum, and decide all questions of order. The Chair may consult with County Counsel in making such rulings. Decisions of the Chair may be overruled by a majority vote of the Board of Supervisors.

#### **Rule 8. Powers and Duties of the Vice-Chair**

The Vice-Chair shall have and exercise all powers and duties of the Chair at the meetings at which the Chair is absent.

#### **Rule 9. Selection of a Chair Pro Tempore**

If neither the Chair nor the Vice-Chair is present at a Board meeting, the Board members present shall select one of their members to act as the Chair Pro Tempore. The Chair Pro Tempore shall have and exercise all the powers and duties of the Chair for that particular meeting only.

### **ORDER AND CONDUCT OF BUSINESS**

#### **Rule 10. Order of Business**

The order of business at each regular meeting, except for such times as may be set apart for consideration of special items (or as otherwise prescribed by the Chair), shall be as follows:

10.1 Call to Order. The presiding officer initiates the proceedings by bringing the meeting to order.

10.2 Roll Call. The Clerk calls the roll and records by name all members present or absent. During the course of the meeting the Clerk records the arrival of any member listed as absent and the departure of any member listed as present.

10.3 Inspirational Thought. The Board hears an inspirational thought as set forth on the agenda.

10.4 Pledge of Allegiance to the Flag of the United States of America. The Chair designates a person to lead those present in reciting the Pledge.

10.5 Agenda Review. The Chair inquires whether Board members or the County Administrator wish to make any agenda revisions or request any items to be continued or removed from the Consent agenda.

10.6 Added Items. The Board may take action on items of business not appearing on the posted agenda under any of the following circumstances:

10.6.1 Upon a determination by a majority vote that an emergency situation exists, as defined in Government Code Section 54956.5;

10.6.2 Upon a determination by a two-thirds vote, or, if fewer than two-thirds of the members are present, by unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the County subsequent to the agenda being posted;

10.6.3 The item was posted for a prior meeting of the Board occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

10.7 Consent Agenda Items. Consent agenda items are routine in nature and do not require individual consideration. All consent items are approved by a single vote as recommended without discussion unless an item is removed and continued or considered during the regular agenda for separate action at the request of a Board member, staff member, or a member of the public.

10.8 Presentations. Each presentation will last no more than five minutes, unless this time is extended by the Chair. A maximum of three presentations may be scheduled at each meeting except that the Chair may authorize an additional presentation(s). The subject of the presentations should be of countywide interest and significance.

10.9 Public Comment. Public Comment is that period of time set aside for members of the public to address the Board on items of County business not listed on the agenda ("off-agenda"). The Public Comment item shall be deemed to constitute the opportunity for members of the public to address the Board in compliance with Government Code Section 54954.3. See Rule 11.1 and 11.2.

10.10 Discussion Items. Discussion items include items previously removed from the consent calendar.

10.11 Closed Session. Closed session discussion items are intended to be heard at the specified time(s) but may be heard earlier or later, in the discretion of the Chair.

10.12 Adjournment. Any Board member may request that the meeting be adjourned in

memory of a recently deceased person.

## **Rule 11. Conduct of Meetings**

### **11.1 Addressing the Board—General**

11.1.1 Before the meeting, or during the meeting before the agenda item to be addressed, a person wishing to address the Board should fill out a yellow speaker card and deposit it in the box near the podium.

11.1.2 When called upon, the person should come to the podium, state his or her name for the record, and, if speaking for an organization or other group, identify the organization or group represented.

11.1.3 All remarks should be addressed to the Board as a whole, not to individual members, to the staff, or to the audience. Each person speaking from the floor shall obtain permission from the Chair.

11.1.4 Questions, if any, should be addressed to the Chair, who will determine whether or by whom an answer will be provided.

11.1.5 Each speaker will have three minutes. This time may be extended or reduced, in the discretion of the Chair.

11.1.6 All speakers, especially those who anticipate making oral presentations or comments exceeding three minutes, are encouraged to submit comments in writing, in advance, to the Clerk for distribution to the Board and other interested parties at the earliest feasible time before the meeting, but no later than 8:00 a.m. on the day of the meeting. Written comments may be submitted either by mail or via email: clerkoftheboard@cob.cccounty.us. The Board requests that a person providing written materials to the Board during a meeting submit an original and 10 copies. Such written comments will be distributed to members of the Board and staff.

11.1.7 In order to maintain a public meeting environment conducive to receiving public testimony from all sides of any issue, it is the Board's policy that the audience will be discouraged from engaging in audible or emotional displays of support or opposition to testimony provided. Behavior such as clapping, booing, hissing, and cheering can create an intimidating environment for people interested in giving public testimony and can unnecessarily lengthen Board meetings. Consequently, such behavior is discouraged.

11.1.8 Speakers should not present the same or substantially the same items or argument to the Board as presented by earlier speakers, or be profane in presenting their oral comments.

11.1.9 In order to expedite matters and to avoid repetitious presentations,

whenever any group of persons wishes to address the Board on the same subject matter, the Chair may request that a spokesperson be chosen by the group to comment on its behalf.

11.1.10 To minimize distractions during public meetings, all personal communication devices, such as mobile phones and pagers, will be turned off or put in a non-audible mode during Board meetings.

11.1.11 Any of the foregoing rules may be waived by the Chair or by a majority vote of the Board members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

11.1.12 The rules set forth above are not exclusive and do not limit the inherent power and general legal authority of the Board, or of its presiding officer, to govern the conduct of Board meetings as may be considered appropriate from time to time or in particular circumstances for purposes of orderly and effective conduct of the affairs of the County.

#### 11.2 Addressing the Board—Public Comment

Comments under Public Comment are limited to subjects within the subject matter jurisdiction of the County but not on the agenda. Such comments are limited to no more than three minutes per speaker. If numerous persons wish to make comments, the Chair may limit the Public Comment period to a specific amount of time, *e.g.* 30 minutes total for all speakers, and/or may reduce the time limit per speaker, *e.g.* 2 minutes per speaker. Speakers are encouraged to submit written comments, either by mail or via email: [clerkoftheboard@cob.cccounty.us](mailto:clerkoftheboard@cob.cccounty.us). Written comments must be received by the Clerk of the Board before 8:00 a.m. on the day of the meeting in order to be considered at the meeting.

#### 11.3 Addressing the Board—Items Removed from Consent Calendar

Members of the public addressing the Board in connection with more than one item that has been removed from consent calendar at a single meeting are limited to a cumulative total of not to exceed 12 minutes for all of their oral presentations at such meeting, unless otherwise allowed by the Chair. The purpose of this provision is to ensure that all members of the public who wish to speak during a meeting have an opportunity to do so and to permit the effective and orderly conduct of the County's business.

#### 11.4 Addressing the Board—Public Hearings

11.4.1 Any member of the public wishing to address the Board orally on a public hearing on the Board agenda may do so before or during the hearing, or as otherwise specified by the Chair.

11.4.2 Any person desiring to have a hearing transcribed by a stenographic



reporter at his or her own expense may do so, provided that he or she consults the Clerk to arrange facilities for such reporting prior to commencement of the hearing and advises the Clerk of the full name, business address, and telephone number of the reporter being used.

#### 11.5 Use of Acronyms

The Board discourages the use of acronyms, abbreviations, and industry-specific language in its meetings and written materials.

### **Rule 12. Public Hearings for Planning and Zoning Matters—(Land Use Matters)**

#### 12.1 Order of Procedure

Unless the Chair in his or her discretion directs otherwise, the order for presentation of testimony on particular land use items shall be as follows:

##### 12.1.1 Presentation by staff.

12.1.2 Documents. The Chair acknowledges receipt of any documents offered as evidence and filed with the Clerk before the hearing.

12.1.3 First Presentation. If the item is presented for Board approval (e.g., rezoning, development plan), the first presentation is by the project applicant, followed by public testimony. If the item is an appeal from a decision of a lower body (e.g., subdivision, land use permit), the first presentation is by the appellant, followed by the presentation by the project applicant. This presentation (or each presentation, if the item is an appeal) shall not exceed 10 minutes or the approximate length of the staff presentation, whichever is greater.

12.1.4 Public testimony. Each speaker shall have no more than three minutes.

12.1.5 Rebuttal. A rebuttal not exceeding five minutes may be made by the person making the first presentation.

12.1.6 Closing comments by staff.

12.1.7 Board discussion and decision.

#### 12.2 Conduct of Hearings

12.2.1 Witnesses' Testimony. Witnesses will not be sworn.

12.2.2 Rules of Evidence. The hearing will not be conducted according to technical judicial rules of evidence. Any relevant evidence may be considered if it is the sort of evidence on which responsible persons are accustomed to rely in the

conduct of serious affairs. The Chair may exclude irrelevant or redundant testimony and may make such other rulings as may be necessary for the orderly conduct of the proceedings ensuring basic fairness and a full airing of the issues involved.

### 12.3 Exhibits.

12.3.1 Subject to paragraph 12.3.2, all exhibits, including documentary materials such as photographs, drawings, maps, charts, letters, petitions and other physical evidence, presented at a land use hearing shall be retained in the Board of Supervisors files as part of the record of the hearing.

12.3.2 Any staff exhibit (e.g., a general plan or area map) that has been or will be used in other land use hearings will be preserved by the Community Development Department for future reference. A notation indicating its location shall be made in the case file in any matter in which it has been used.

### 12.4 Questioning of Speakers and Staff.

Any person desiring to direct a question to a speaker or staff member shall submit the question to the Chair, who shall determine whether the question is relevant to the subject of the hearing and whether or not it need be answered by the speaker or staff member.

12.5 Overriding Fairness. Notwithstanding the provisions of paragraph 12.1, the Board is committed to provide an applicant, appellant, or other person or entity with a substantial, direct property interest in an item, a full and fair hearing, based on the facts and circumstances of the particular matter, the nature and complexity of the particular issue, the number of persons wishing to be heard, and similar due process considerations. Toward this end, the Chair, in his or her discretion, may extend the time limits set forth in paragraph 12.1 and consider other procedural mechanisms.

12.6 Absent From Hearing. A Supervisor who was absent from all or part of a hearing may vote on the matter if the Supervisor states for the record that he or she has reviewed all evidence received during the absence and also states that he or she has either: (1) listened to the Clerk's recording, (2) watched the video, or (3) read a complete transcript of the proceedings that occurred during his or her absence.

### **Rule 13. Nuisance Abatement Hearings**

A hearing on an appeal from the County Abatement Officer's Notice and Order to Abate shall be held in accordance with the provisions of County Ordinance Code section 14-6.418, as well as with these Procedures. In the event of a conflict, the provisions of County Ordinance Code section 14-6.418 shall prevail.

### **Rule 14. Rules for Participating by Teleconference**

The Brown Act permits members of the Board of Supervisors to participate in Board meetings by teleconference, but only when certain legal requirements are met. (Gov. Code, § 53953 (b).) If these requirements are not met, then the Supervisor calling in cannot be counted as part of the quorum for the meeting, can only listen to the meeting, and cannot discuss any item or vote.

If a Supervisor wishes to be able to discuss items and vote by telephone, then, in addition to the usual agenda posting requirements, the following must occur in advance of the meeting:

14.1. Quorum Required. The County Administrator must ensure that during the teleconference meeting, at least a quorum of the Board will participate from locations in the County.

14.2 Agenda Requirement - All Locations Must be Listed. Each telephone conference location and the meeting location must be shown on the agenda for the meeting. In addition, the agenda must provide an opportunity for members of the public to give public comment from each teleconference location. So, for example, if a Supervisor is participating at a Board Committee from his or her District Office, then the location for the meeting shown on the agenda would be, for example: 651 Pine Street Room 101, Martinez, CA, AND the address of the Supervisor's District Office. The Supervisor's Office would be considered a meeting location, and the public would be entitled to attend the meeting at that location. See Item 14.4 below.

14.3 Agenda Requirement - Posting. In addition to the usual posting agenda locations and County website, an agenda will be posted at each teleconference location 96 hours in advance of the meeting. The Supervisor participating from his/her District office shall post the Agenda at his/her office 96 hours in advance of the Board meeting.

14.4 Public Participation at Remote Location. Each teleconference location must be open and accessible to members of the public. Thus, if a Supervisor's District Office is a teleconference location, it must be open to the public during the meeting. The Supervisor would need to have a speaker phone so that members of the public would be able to hear the meeting and address the Board directly by speaker phone from his/her office.

14.5 Roll Call Vote. All votes taken during a teleconference meeting must be by roll call.

### **Rule 15. Disruption of Meeting**

For the purpose of insuring the orderly conduct of the Board of Supervisors meeting, no whistles, horns, drums, noise makers, megaphones, air horns, bullhorns, or other amplified devices are allowed inside the County Administration Building while the meeting is in session. If any meeting is willfully interrupted by a group or groups of persons so that the orderly conduct of the meeting

becomes infeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Chair may order the meeting room cleared, as authorized by law (Gov. Code, § 54957.9), recess the meeting, or adjourn the meeting

# RULES OF PROCEDURES FOR BOARD OF SUPERVISORS MEETINGS

## **POLICY**

It is the policy of the Board of Supervisors to hold public meetings in accordance with the requirements of the Ralph M. Brown Act and all other applicable governing legislation. The Board strives to govern and work together in an effective, efficient, ethical and courteous manner in the highest tradition of public service and in the best interests of the County of Contra Costa and its residents. This resolution supersedes Resolution No. 2015/55.

## **PROCEDURE**

### **GENERAL PROVISIONS**

#### **Rule 1. Applicability of Rules**

1.1 These Rules of Procedure (“Rules”) are adopted pursuant to Government Code Section 25003. The rules apply to the Board of Supervisors of the County of Contra Costa whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority, or board.

1.2 The Rules are deemed to be procedural only. Except as otherwise provided by law, the failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with law.

1.3 Except as otherwise provided by law, these Rules, or any one of them, may be suspended by order of the Chair and will be deemed suspended by actions taken by or with the consent of the Chair or a majority of the Board members.

#### **Rule 2. Definitions**

2.1 “Board” means the Board of Supervisors of the County of Contra Costa, whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority or board;

2.2 “Chair” and “Vice Chair” mean the Board members elected to those respective offices. “Chair” also means the presiding officer acting in the absence of the elected Chair.

2.3 “Clerk” means the Clerk of the Board or a Deputy Clerk of the Board;

2.4 “County Counsel” means the Board’s attorney, appointed pursuant to Ordinance Code section 24-12.002.

## MEETINGS

### Rule 3. Organization Meeting

The Organization Meeting of the Board shall be held on its first regular meeting in January of each year, at which time the new year chair and vice chair will assume their offices.

~~The Organization Meeting of the Board shall be held on its first regular meeting in January of each year, at which time there shall be an election of officers.~~

### Rule 4. Regular Meetings

4.1 All regular meetings shall be held by the Board, in all its capacities, in its chambers in the Contra Costa County Administration Building, at 651 Pine Street, Martinez, California. Regular meetings shall commence at 9:00 a.m., or as otherwise prescribed by the Chair. Regular meetings generally shall be held on every Tuesday of the month. However, the Board of Supervisors shall not be required to hold a regular meeting (1) on any Tuesday that is the fifth Tuesday of a calendar month, (2) on any Tuesday following a Monday holiday; (3) that is canceled pursuant to the annual calendar adopted by the Board or (4) that is canceled by the Chair when no quorum is expected to be present.

4.2 Holidays, fifth Tuesdays, and periodic breaks, which result in a canceled meeting, will be determined by the Board and posted annually.

### Rule 5. Absence of a Quorum, Adjournment

5.1 In the absence of a quorum, the remaining members or (if no member is present) the Clerk may adjourn the meeting to another date and time in accordance with Government Code Section 54955 and shall post a Notice of Adjournment.

5.2 In the event a Supervisor leaves the hearing room, momentarily causing a lack of quorum, he or she should notify the Chair of his or her intended absence, and the Chair may call a recess.

## ELECTION, POWERS AND DUTIES OF CHAIR AND VICE CHAIR

### Rule 6. Annual Selection of Chair and Vice Chair, and Committee Assignments

6.1 On or before December 1 of each year, on a form provided by the Clerk of the Board, each Board member will submit to the Clerk of the Board their individual preference for appointment to committees, boards and commissions. During the month of December, the Clerk of the Board will ask the Board to acknowledge receipt of the preference forms as a Board action item



on a public agenda.

~~6.1~~

6.2 The election of officers of the Board of Supervisors shall occur on or about the last meeting in September for the ensuing year beginning on January 1. Officers shall serve until December 31 or until the selection of their successors, whichever occurs later."

~~6.2 During the month of December of each year the Board members will take action on a public agenda to identify an intended nominee for Chair of the Board for the following year.~~

~~6.3 6.3 At its Organization Meeting, the Board will nominate and elect from its membership a Chair and Vice Chair to serve until the next year's Organization Meeting, or until the selection of their successors, whichever occurs later.~~

6.4 At its Organization Meeting, or thereafter, the incoming/new Chair of the Board will submit for approval by the full Board, the Chair's final recommendations for Board assignments to the local, regional and statewide committees, boards and commissions, in accordance with the Board's March 21, 2000 policy on Board Member Committee Assignments, as may be amended from time to time.

## **Rule 7. Powers and Duties of Chair**

The Chair shall serve as presiding officer of the Board, rule on questions of procedure, nominate for Board approval representatives to Board committees whose appointment is not otherwise provided for, sign resolutions, ordinances, contracts, leases and other official documents approved by the Board, preserve order and decorum, and decide all questions of order. The Chair may consult with County Counsel in making such rulings. Decisions of the Chair may be overruled by a majority vote of the Board of Supervisors.

## **Rule 8. Powers and Duties of the Vice-Chair**

The Vice-Chair shall have and exercise all powers and duties of the Chair at the meetings at which the Chair is absent.

## **Rule 9. Selection of a Chair Pro Tempore**

If neither the Chair nor the Vice-Chair is present at a Board meeting, the Board members present shall select one of their members to act as the Chair Pro Tempore. The Chair Pro Tempore shall have and exercise all the powers and duties of the Chair for that particular meeting only.

## **ORDER AND CONDUCT OF BUSINESS**

### **Rule 10. Order of Business**

The order of business at each regular meeting, except for such times as may be set apart for consideration of special items (or as otherwise prescribed by the Chair), shall be as follows:

#### ~~10.5~~ 10.1 Call to Order.

The presiding officer initiates the proceedings by bringing the meeting to order.

#### ~~10.6~~ 10.2 Roll Call.

The Clerk calls the roll and records by name all members present or absent. During the course of the meeting the Clerk records the arrival of any member listed as absent and the departure of any member listed as present.

#### ~~10.7~~ 10.3 Inspirational Thought.

~~10.8~~ The Board hears an inspirational thought as set forth on the agenda.

#### 10.4

~~10.9~~ Pledge of Allegiance to the Flag of the United States of America. .

The Chair designates a person to lead those present in reciting the Pledge.

~~10.10~~ 10.5 Agenda Review.

The Chair inquires whether Board members or the County Administrator wish to make any agenda revisions or request any items to be continued or removed from the Consent agenda.

~~10.11~~ 10.6 Added Items.

The Board may take action on items of business not appearing on the posted agenda under any of the following circumstances:

~~10.11.1~~ 10.6.1 Upon a determination by a majority vote that an emergency situation exists, as defined in Government Code Section 54956.5;

~~10.11.2~~ 10.6.2 Upon a determination by a two-thirds vote, or, if fewer than two-thirds of the members are present, by unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the County subsequent to the agenda being posted;

~~10.11.3~~ 10.6.3 The item was posted for a prior meeting of the Board occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

~~10.12~~ 10.7 Consent Agenda Items.

Consent agenda items are routine in nature and do not require individual consideration. All consent items are approved by a single vote as recommended without discussion unless an item is removed and continued or considered during the regular agenda for separate action at the request of a Board member, staff member, or a member of the public.

~~10.13~~ 10.8 Presentations.

Each presentation will last no more than five minutes, unless this time is extended by the Chair. A maximum of three presentations may be scheduled at each meeting except that the Chair may authorize an additional presentation(s). The subject of the presentations should be of countywide interest and significance.

~~10.14—~~ 10.9 Public Comment.

Public Comment is that period of time set aside for members of the public to address the Board on items of County business not listed on the agenda (“off-agenda”). The Public Comment item shall be deemed to constitute the opportunity for members of the public to address the Board in compliance with Government Code Section 54954.3. See Rule 11.1 and 11.2.

~~10.15—~~ 10.10 Discussion Items.

Discussion items include items previously removed from the consent calendar.

~~10.16—~~ 10.11 Closed Session.

Closed session discussion items are intended to be heard at the specified time(s) but may be heard earlier or later, in the discretion of the Chair.

~~10.17—~~ 10.12 Adjournment.

Any Board member may request that the meeting be adjourned in memory of a recently deceased person.

## **Rule 11. Conduct of Meetings**

### **11.1 Addressing the Board—General**

11.1.1 Before the meeting, or during the meeting before the agenda item to be addressed, a person wishing to address the Board should fill out a yellow speaker card and deposit it in the box near the podium.

11.1.2 When called upon, the person should come to the podium, state his or her name for the record, and, if speaking for an organization or other group, identify the organization or group represented.

11.1.3 All remarks should be addressed to the Board as a whole, not to individual members, to the staff, or to the audience. Each person speaking from the floor shall obtain permission from the Chair.

11.1.4 Questions, if any, should be addressed to the Chair, who will determine whether or by whom an answer will be provided.

11.1.5 Each speaker will have three minutes. This time may be extended or reduced, in the discretion of the Chair.

11.1.6 All speakers, especially those who anticipate making oral presentations or comments exceeding three minutes, are encouraged to submit comments in writing, in advance, to the Clerk for distribution to the Board and other interested parties at the earliest feasible time before the meeting, but no later than 8:00 a.m. on the day of the meeting. Written comments may be submitted either by mail or via email: clerkoftheboard@cob.cccounty.us. The Board requests that a person providing written materials to the Board during a meeting submit an original and 10 copies. Such written comments will be distributed to members of the Board and staff.

11.1.7 In order to maintain a public meeting environment conducive to receiving public testimony from all sides of any issue, it is the Board's policy that the audience will be discouraged from engaging in audible or emotional displays of support or opposition to testimony provided. Behavior such as clapping, booing, hissing, and cheering can create an intimidating environment for people interested in giving public testimony and can unnecessarily lengthen Board meetings. Consequently, such behavior is discouraged.

11.1.8 Speakers should not present the same or substantially the same items or argument to the Board as presented by earlier speakers, or be profane in presenting their oral comments.

11.1.9 In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Board on the same subject matter, the Chair may request that a spokesperson be chosen by the group to comment on its behalf.

11.1.10 To minimize distractions during public meetings, all personal communication devices, such as mobile phones and pagers, will be turned off or put in a non-audible mode during Board meetings.

11.1.11 Any of the foregoing rules may be waived by the Chair or by a majority vote of the Board members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

11.1.12 The rules set forth above are not exclusive and do not limit the inherent power and general legal authority of the Board, or of its presiding officer, to govern the conduct of Board meetings as may be considered appropriate from time to time or in particular circumstances for purposes of orderly and effective conduct of the affairs of the County.



## ~~11.2~~ 11.2 Addressing the Board—Public Comment

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## ~~11.3~~ 11.3 Addressing the Board—Items Removed from Consent Calendar

Members of the public addressing the Board in connection with more than one item that has been removed from consent calendar at a single meeting are limited to a cumulative total of not to exceed 12 minutes for all of their oral presentations at such meeting, unless otherwise allowed by the Chair. The purpose of this provision is to ensure that all members of the public who wish to speak during a meeting have an opportunity to do so and to permit the effective and orderly conduct of the County's business.

## ~~11.4~~ 11.4 Addressing the Board—Public Hearings

~~11.4.1~~ 11.4.1 Any member of the public wishing to address the Board orally on a public hearing on the Board agenda may do so before or during the hearing, or as otherwise specified by the Chair.

~~11.4.2~~ 11.4.2 Any person desiring to have a hearing transcribed by a stenographic reporter at his or her own expense may do so, provided that he or she consults the Clerk to arrange facilities for such reporting prior to commencement of the hearing and advises the Clerk of the full name, business address, and telephone number of the reporter being used.

## ~~11.5~~ 11.5 Use of Acronyms

The Board discourages the use of acronyms, abbreviations, and industry-specific language in its meetings and written materials.

## **Rule 12. Public Hearings for Planning and Zoning Matters—(Land Use Matters)**

### **12.1 Order of Procedure**

Unless the Chair in his or her discretion directs otherwise, the order for presentation of testimony on particular land use items shall be as follows:

#### **12.1.1 Presentation by staff.**

12.1.2 Documents. The Chair acknowledges receipt of any documents offered as evidence and filed with the Clerk before the hearing.

12.1.3 First Presentation. If the item is presented for Board approval (e.g., rezoning, development plan), the first presentation is by the project applicant, followed by public testimony. If the item is an appeal from a decision of a lower body (e.g., subdivision, land use permit), the first presentation is by the appellant, followed by the presentation by the project applicant. This presentation (or each presentation, if the item is an appeal) shall not exceed 10 minutes or the approximate length of the staff presentation, whichever is greater.

12.1.4 Public testimony. Each speaker shall have no more than three minutes.

12.1.5 Rebuttal. A rebuttal not exceeding five minutes may be made by the person making the first presentation.

12.1.6 Closing comments by staff.

12.1.7 Board discussion and decision.

### **12.2 Conduct of Hearings**

12.2.1 Witnesses' Testimony. Witnesses will not be sworn.

12.2.2 Rules of Evidence. The hearing will not be conducted according to technical judicial rules of evidence. Any relevant evidence may be considered if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. The Chair may exclude irrelevant or redundant testimony and may make such other rulings as may be necessary for the orderly conduct of the proceedings ensuring basic fairness and a full airing of the issues involved.

### 12.3 Exhibits.

12.3.1 Subject to paragraph 12.3.2, all exhibits, including documentary materials such as photographs, drawings, maps, charts, letters, petitions and other physical evidence, presented at a land use hearing shall be retained in the Board of Supervisors files as part of the record of the hearing.

12.3.2 Any staff exhibit (e.g., a general plan or area map) that has been or will be used in other land use hearings will be preserved by the Community Development Department for future reference. A notation indicating its location shall be made in the case file in any matter in which it has been used.

### 12.4 Questioning of Speakers and Staff.

Any person desiring to direct a question to a speaker or staff member shall submit the question to the Chair, who shall determine whether the question is relevant to the subject of the hearing and whether or not it need be answered by the speaker or staff member.

12.5 Overriding Fairness. Notwithstanding the provisions of paragraph 12.1, the Board is committed to provide an applicant, appellant, or other person or entity with a substantial, direct property interest in an item, a full and fair hearing, based on the facts and circumstances of the particular matter, the nature and complexity of the particular issue, the number of persons wishing to be heard, and similar due process considerations. Toward this end, the Chair, in his or her discretion, may extend the time limits set forth in paragraph 12.1 and consider other procedural mechanisms.

12.6 Absent From Hearing. A Supervisor who was absent from all or part of a hearing may vote on the matter if the Supervisor states for the record that he or she has reviewed all evidence received during the absence and also states that he or she has either: (1) listened to the Clerk's recording, (2) watched the video, or (3) read a complete transcript of the proceedings that occurred during his or her absence.

### **Rule 13. Nuisance Abatement Hearings**

A hearing on an appeal from the County Abatement Officer's Notice and Order to Abate shall be held in accordance with the provisions of County Ordinance Code section 14-6.418, as well as with these Procedures. In the event of a conflict, the provisions of County Ordinance Code section 14-6.418 shall prevail.

#### **Rule 14. Rules for Participating by Teleconference**

The Brown Act permits members of the Board of Supervisors to participate in Board meetings by teleconference, but only when certain legal requirements are met. (Gov. Code, § 53953 (b).) If these requirements are not met, then the Supervisor calling in cannot be counted as part of the quorum for the meeting, can only listen to the meeting, and cannot discuss any item or vote.

If a Supervisor wishes to be able to discuss items and vote by telephone, then, in addition to the usual agenda posting requirements, the following must occur in advance of the meeting:

14.1. Quorum Required. The County Administrator must ensure that during the teleconference meeting, at least a quorum of the Board will participate from locations in the County.

14.2 Agenda Requirement - All Locations Must be Listed. Each telephone conference location and the meeting location must be shown on the agenda for the meeting. In addition, the agenda must provide an opportunity for members of the public to give public comment from each teleconference location. So, for example, if a Supervisor is participating at a Board Committee from his or her District Office, then the location for the meeting shown on the agenda would be, for example: 651 Pine Street Room 101, Martinez, CA, AND the address of the Supervisor's District Office. The Supervisor's Office would be considered a meeting location, and the public would be entitled to attend the meeting at that location. See Item 14.4 below.

14.3 Agenda Requirement - Posting. In addition to the usual posting agenda locations and County website, an agenda will be posted at each teleconference location 96 hours in advance of the meeting. The Supervisor participating from his/her District office shall post the Agenda at his/her office 96 hours in advance of the Board meeting.

14.4 Public Participation at Remote Location. Each teleconference location must be open and accessible to members of the public. Thus, if a Supervisor's District Office is a teleconference location, it must be open to the public during the meeting. The Supervisor would need to have a speaker phone so that members of the public would be able to hear the meeting and address the Board directly by speaker phone from his/her office.

14.5 Roll Call Vote. All votes taken during a teleconference meeting must be by roll call.

#### **Rule 15. Disruption of Meeting**

For the purpose of insuring the orderly conduct of the Board of Supervisors meeting, no whistles, horns, drums, noise makers, megaphones, air horns, bullhorns, or other amplified devices are allowed inside the County Administration Building while the meeting is in session. If any meeting is willfully interrupted by a group or groups of persons so that the orderly conduct of the meeting becomes infeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Chair may order the meeting room cleared, as authorized by law (Gov. Code, § 54957.9), recess the meeting, or adjourn the meeting.~~If any meeting is willfully interrupted by a group or groups of persons so that the orderly conduct of the meeting becomes infeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Chair may order the meeting room cleared, as authorized by law (Gov. Code, §~~

~~54957.9), recess the meeting, or adjourn the meeting.~~





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: September 24, 2019

Subject: Approve a Purchase Order with VSS Emultech

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a purchase order with VSS Emultech, in an amount not to exceed \$5,000,000 for Polymer Modified Cationic Rapid Set and Polymer Modified Asphalt Rejuvenator Emulsion for the Road Surface Treatment Program, for the period October 1, 2019 through September 30, 2024, Countywide.

**FISCAL IMPACT:**

100% Local Road Funds

**BACKGROUND:**

The placement of chip seal to resurface County roads is a long-established preventative maintenance practice. A chip seal increases the asphalt pavement life by an extra 7 to 10 years before another surface treatment is needed. This purchase order is to supply asphaltic emulsion spread for the Road Surface Treatment Program. As bid on BidSync No. 1906-354, VSS Emultech has been awarded this commodity for a one-year term with four possible one-year extensions.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this request is not approved, Polymer Modified Cationic Rapid Set and Polymer Modified Asphalt Rejuvenator Emulsion will not be procured through VSS Emultech.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Chris Lau,  
925-313-7002

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: September 24, 2019

Subject: Memorandum of Understanding with Contra Costa Transportation Authority for SR239, Byron area.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the amended and restated Memorandum of Understanding between Contra Costa County and the Contra Costa Transportation Authority related to the development and federal funding for the State Route 239 Project (Project No. 0662-6P1012), Byron area.

**FISCAL IMPACT:**

\$3.635 million -100% Local Road Fund. The Local Road Fund will be used to satisfy the match requirement for a \$14 million Federal appropriation to fund this project.

**BACKGROUND:**

The County is a partner with the Contra Costa Transportation Authority (CCTA) and Caltrans to develop the State Route 239 (SR239) project. SR239 is a legislatively adopted but unconstructed route in the state highway system between State Route 4 (SR4) in Brentwood to Interstate 580 west of Tracy in San Joaquin County. SR239 is intended to improve access and regional connectivity between eastern Contra Costa County and San Joaquin County, support planned development, jobs, inter-regional goods movement, and improve access to the Byron Airport. A route was never formally

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Nancy Wein,  
925.313.2275

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

adopted by the California Transportation Commission (CTC) or constructed.

In 2005, the County received two federal appropriations totaling \$14 million for the planning and construction of the SR239 project. The County initiated planning work for the project but it was later transferred to CCTA due to CCTA's broader geographic area of responsibility, and direct relationships with state and regional agencies. This was formalized in a Memorandum of Understanding (MOU) with CCTA in January 2012. Under the terms of the MOU, CCTA assumed responsibility for the planning and future phases of the Project with the County reimbursing CCTA for the local matching funds and project management costs up to a maximum amount of \$1.45 million. The Project Feasibility Study was completed in May 2014 and a Project Initiation Document (PID), with Caltrans oversight, was completed in August 2015.

The federal funds require that the project enter into the construction phase by 2024. CCTA, Caltrans and County staff met in 2018 to review previously completed work, current status, potential changes and project funding. There was agreement that the project is ready to proceed to the Project Approval and Environmental Document (PA&ED) phase of development. Completion of the PA&ED phase will identify the SR239 alignment and advance the first phase of the project to the “shelf ready” stage in order to compete for future funding opportunities. These are essential steps towards meeting the federal funding progress requirement. Both the County and CCTA would like to proceed with the PA&ED phase of the Project, which will allow for right of way protection and preservation of the corridor, and environmental clearance, including engineering and construction of an the Byron Highway – Vasco Road Connector, should funding become available. The Byron Highway- Vasco Road Connector is expected to become part of SR239 and is already designated to receive \$10 million under Regional Measure 3 approved by voters in 2018. In March 2019, the CCTA entering into a Cooperative Agreement with Caltrans for the PA&ED for the Project

The MOU is amended and restated to include the updated requirements and responsibilities of both parties related to the PA&ED phase and to increase the County’s financial commitment for local matching funds and CCTA’s project management cost to \$3.635 million. The County and CCTA will review CCTA’s project management cost at least once every twelve months and the County’s financial commitment may be revised by mutual agreement in the future.

## CONSEQUENCE OF NEGATIVE ACTION:

If the recommended actions are not taken the Project will not have sufficient funding to complete the PA&ED phase.

## ATTACHMENTS

MOU

CCTA AGREEMENT 05E.06  
AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING  
Between  
THE CONTRA COSTA TRANSPORTATION AUTHORITY AND  
THE COUNTY OF CONTRA COSTA

FOR THE  
STATE ROUTE 239 PROJECT  
(State Transportation Improvement Program ID: CC070019)  
AND  
ASSOCIATED FEDERAL FUNDING VIA  
SAFETEA-LU Projects #1930 and #464

This AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (referred to herein as this "MOU"), effective as of \_\_\_\_\_, 2019 ("Effective Date"), is by and between the Contra Costa Transportation Authority, a local transportation authority, (hereinafter referred to as "CCTA") and the County of Contra Costa, a political subdivision of the State of California (hereinafter referred to as "COUNTY"). COUNTY and CCTA are sometimes referred to together as the "PARTIES," and each as a "PARTY."

**RECITALS**

- A. In 1985, the California Department of Transportation ("CAL TRANS") finalized the concept for the development of State Route 239 in Eastern Contra Costa County.
- B. COUNTY secured funding under the 2005 Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, in the High Priority Program (\$4 Million Project #1930) and Transportation Improvements Program (\$10 Million Project #464) (collectively, "FEDERAL FUNDING") to study, plan and design, and construct State Route 239 (the "PROJECT").
- C. COUNTY and Parsons Transportation Group Inc. ("CONSULTANT") entered into that certain Consulting Services Agreement dated May 10, 2011 (the "AGREEMENT") to conduct the planning phase ("PHASE 1") of the PROJECT to determine the ultimate concept for the PROJECT.
- D. COUNTY has requested that CCTA assume responsibility for PHASE 1 of the PROJECT and all future activities related to the study and construction of the PROJECT.
- E. CCTA has agreed to assume responsibility for PHASE 1 of the PROJECT and all future activities related to the study and construction of the PROJECT.
- F. CCTA and COUNTY are entering into, or have entered into that certain Cooperative Funding Agreement (SR239 Project - Phase 1 (Planning)) (the "COOP AGREEMENT"), among County, San Joaquin County, the City of Brentwood, the City of Tracy, and Mountain House Community Services District, as partner jurisdictions, and CCTA, pursuant to which CCTA will manage the partner jurisdictions work on PHASE 1 of the PROJECT.

- G. COUNTY assigned all of its rights and obligations under the AGREEMENT to CCTA, and CCTA has assumed all of COUNTY's rights and obligations under the AGREEMENT by way of an assignment and assumption agreement (the "ASSIGNMENT"). Under the initial PROJECT Memorandum of Understanding between CCTA and COUNTY, dated January 28, 2012, ("Initial MOU"), CCTA and COUNTY allocated PROJECT-related responsibilities between them.
- H. CCTA and the California Department of Transportation ("CALTRANS") entered into a Cooperative Agreement, dated March 20, 2019, ("PAED COOP") for the preparation of the Project Approval and Environmental Document ("PAED") for the PROJECT.
- I. The PARTIES now desire to amend the Initial MOU to add responsibilities related to preparation of the PAED for the PROJECT (the "PAED preparation phase"), to restate the Initial MOU, and to make clarifying changes. This MOU supersedes the Initial MOU as of the Effective Date.

### **UNDERSTANDING**

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, COUNTY and CCTA hereby agree as follows:

- 1. Purpose and Scope. COUNTY and CCTA desire to complete PHASE 1 and subsequent PROJECT development phases, including the PAED preparation phase, as informed by PHASE 1 and as dictated by requirements related to FEDERAL FUNDING secured by COUNTY. The purpose of this MOU is to establish the apportionment of the respective duties between COUNTY and CCTA as they relate to current and future development of the PROJECT. The PARTIES agree that nothing in this MOU commits a PARTY to take a future discretionary action on the PROJECT or the PAED, or to approve the PROJECT or the PAED. Any such future discretionary actions by a PARTY shall be within that PARTY's sole discretion.
- 2. Responsibilities of COUNTY and CCTA
  - A. COUNTY agrees:
    - i. To execute the ASSIGNMENT conveying its right, title, and interest in the AGREEMENT from COUNTY to CCTA;
    - ii. To cooperate fully in the transfer of PHASE 1 and PAED responsibilities to CCTA and facilitate CCTA access to FEDERAL FUNDING by way of transfer of all associated digital and paper files and through any communication and administrative action deemed necessary by either party, including those administrative actions necessary to de-obligate remaining FEDERAL FUNDING from COUNTY and re-obligate the same to CCTA;

- iii. To fully reimburse CCTA for its project management cost and to provide local match funding required under rules associated with FEDERAL FUNDING for both the existing AGREEMENT and for staff time expenses incurred by CCTA in performing work on the PROJECT; provided, that COUNTY's reimbursement and local match under this Section 2(A)(iii) shall not exceed \$ 3.635 million (such funds, the "AGREEMENT LOCAL MATCH FUNDS");
- iv. To review CCTA's project management cost and the AGREEMENT LOCAL MATCH FUNDS amount with CCTA at least once every twelve months and to negotiate with CCTA in good faith on potential changes to the AGREEMENT LOCAL MATCHING FUNDS amount to cover CCTA project management costs beyond December 31, 2021.
- v. To cooperate fully and facilitate any actions or communication with CALTRANS and the Metropolitan Transportation Commission necessary to transfer PROJECT responsibilities to CCTA;
- vi. To participate fully in the conduct of PHASE 1 and subsequent PROJECT phases, including the PAED preparation phase, as a stakeholder;
- vii. To cooperate fully in facilitating CCTA access to any additional  
  
FEDERAL FUNDING needed for PHASE 1 and/or to fund future PROJECT development phases, including the PAED preparation phase;
- viii. To cooperate fully in any required accounting activities for current and future expenditure of FEDERAL FUNDING;
- ix. To assist CCTA with any reporting and documentation necessary to advance the PROJECT;
- x. Subject to future discretionary actions by COUNTY's governing body, which shall be within its sole discretion to consider and make, to cooperate fully with implementation of the recommendations of PHASE 1 and any future PROJECT development phases, including the PAED preparation phase; and
- xi. To cooperate fully with CCTA in identifying local match funding for future PROJECT phases;

B. CCTA agrees:

- i. To execute the ASSIGNMENT accepting right, title, interest, and obligations in and under the AGREEMENT;



- ii. To cooperate fully and undertake any administrative actions necessary to ensure availability and continuity of FEDERAL FUNDING for the PROJECT, including without limitation, submission of all reports and data COUNTY requires to comply with FEDERAL FUNDING requirements, preparation of letters to the Metropolitan Transportation Commission, CAL TRANS, and the Federal Highway Administration;
- iii. To invoice COUNTY for local matching funds required under rules associated with FEDERAL FUNDING for the AGREEMENT;
- iv. To invoice COUNTY for project management costs;
- v. To administer the COOP AGREEMENT and the PAED COOP, and perform its obligations thereunder;
- vi. To cooperate fully in any required accounting activities for current and future expenditure of FEDERAL FUNDING;
- vii. To cooperate fully and facilitate any actions or communication with CAL TRANS or the Metropolitan Transportation Commission necessary to accept PROJECT responsibilities from COUNTY;
- viii. Subject to future discretionary actions by CCTA's governing body, which shall be within its sole discretion to consider and make, to implement the recommendations of the PHASE 1 report and study as produced by CONSULTANT and any future PROJECT development phases, including the PAED phase;
- ix. To recognize COUNTY as a PROJECT stakeholder;
- x. To assume responsibility for the conduct and funding of all PHASE 1 activities and all future PROJECT development activities, including the PAED preparation phase, beginning on the Effective Date of the Initial MOU;
- xi. To include in all consultant, planning, design construction, construction management and related contracts for the PROJECT, provisions requiring the consultants, contractors, construction managers and any other contract party to provide insurance and indemnification naming COUNTY, its, officers, employees, agents and representatives to the same extent as provided to CCTA; and
- xii. To cooperate fully with COUNTY in identifying local match funding for future PROJECT phases.

- xiii. To review CCTA's project management cost and the AGREEMENT LOCAL MATCH FUNDS amount with the COUNTY at least once every twelve months and to negotiate with the COUNTY in good faith on potential changes to the AGREEMENT LOCAL MATCHING FUNDS amount to cover CCTA project management costs beyond December 31, 2021

3. Mutual Indemnification.

- A. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CCTA and/or its agents, under or in connection with any work, authority, or jurisdiction conferred upon CCTA under this MOU. CCTA hereby agrees to indemnify, defend, assume all liability for and hold harmless COUNTY and its officers, employees, agents and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), environmental claims or bodily and/or personal injuries or death to any persons (collectively, "CLAIMS") arising out of or in any way connected to the negligence or willful misconduct of CCTA, its officers, agents or employees in connection with or arising from any of its activities pursuant to this MOU. The foregoing obligation of CCTA to indemnify, defend, assume all liability for and hold harmless COUNTY and its officers, employees, agents and representatives does not apply to any CLAIMS caused by the sole negligence or sole willful misconduct of COUNTY or its officers, employees, agents, or representatives.
  - B. Neither CCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents, under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this MOU. COUNTY hereby agrees to indemnify, defend, assume all liability for and hold harmless CCTA and its member agencies, officers, employees, agents and representatives, to the maximum extent allowed by law, from all CLAIMS arising out of or in any way connected to the negligence or willful misconduct of COUNTY, its officers, agents or employees in connection with or arising from any of its activities pursuant to this MOU. The foregoing obligation of COUNTY to indemnify, defend, assume all liability for and hold harmless CCTA and its member agencies, officers, employees, agents and representatives does not apply to any CLAIMS caused by the sole negligence or sole willful misconduct of CCTA or its officers, employees, agents, or representatives.
  - C. Survival. The PARTIES' obligations in Section 3 of this MOU shall survive the termination of this MOU.
4. MOU Modification. This MOU may be modified only by the written approval of the legislative bodies of both PARTIES.

5. MOU Termination; Default; Survival.

- A. Automatic Termination. Unless terminated earlier under Section 5.B., this MOU will terminate immediately upon the occurrence of either of the following:
- i. After both PARTIES complete their respective responsibilities as listed in Section 2, above; or
  - ii. One hundred and eighty (180) days after all FEDERAL FUNDING has been expended, or Federal reimbursement has been received in full, whichever is the later.
- B. Termination for Default. If a PARTY fails to perform as specified in this MOU ("defaulting PARTY"), the other PARTY ("non-defaulting PARTY") may terminate this MOU for cause. Termination shall not occur unless the non-defaulting PARTY alleging a failure of performance serves a written notice of default on the defaulting PARTY's designated representative (Deputy Director of Public Works in the case of an alleged default by COUNTY, or the Executive Director in the case of an alleged default by CCTA, setting forth the manner in which the defaulting PARTY is allegedly in default. If the defaulting PARTY does not cure the breach within sixty (60) days after receiving the written notice of default, or, if the alleged default is not capable of cure within 60 days, the defaulting PARTY does not cure the breach within such longer period as may be required to cure the breach, the non-defaulting PARTY may terminate this MOU for cause. Notwithstanding the foregoing, CCTA may terminate this MOU or stop work on this MOU at any time, if in its sole discretion it determines, that there is inadequate funding to complete and/or close out either PHASE 1 and/or subsequent PROJECT development phases, including the PAED phase. If either PARTY terminates this MOU in any manner authorized under this Section 5(B), CCTA will be entitled to payment from COUNTY of remaining AGREEMENT LOCAL MATCH FUNDS that have not been previously expended and which are due to CCTA as reimbursement for its payments made to CONSULTANT pursuant to the AGREEMENT for PHASE 1 work and for CCTA staff time and expenses incurred in performing PHASE 1 work on the PROJECT; provided, that COUNTY is not obligated to pay more than \$3.635 million in AGREEMENT LOCAL MATCH-FUNDS in the aggregate as provided in Section 2(A)(iii), whether such payments are to CONSULTANT, CCTA or otherwise.

6. Counterparts. The PARTIES hereto recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.

7. Construction. The section headings and captions of this MOU are, and the arrangement of this instrument is, for the sole convenience of the PARTIES to this MOU. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this MOU. This MOU will not be construed as if it had been prepared by one of the PARTIES, but rather as if both PARTIES have

prepared it. The PARTIES to this MOU and their respective counsel have read and reviewed this MOU and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply to the interpretation of this MOU. The recitals of this MOU are, and will be enforceable as, a part of this MOU.

8. No Third Party Beneficiaries. This MOU is intended solely for the benefit of the PARTIES hereto, and no third party has any right or interest in any provision of this MOU or as a result of any action or inaction of any PARTY pursuant to this MOU.
9. Governing Law and Venue. This MOU will be governed and construed in accordance with California law. The venue of any litigation pertaining to this MOU will be in Contra Costa County, California.
10. Entire MOU. This MOU contains the entire understanding of the PARTIES relating to the subject of this MOU. Any representation or promise of the PARTIES relating to PHASE 1 and/or subsequent PROJECT development activities, including the PAED phase, shall not be enforceable unless it is contained in this MOU or in a subsequent written modification of this MOU executed by the legislative bodies of both PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

COUNTY OF CONTRA COSTA

CONTRA COSTA TRANSPORTATION  
AUTHORITY

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

John Gioia, Chair

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

Robert Taylor, Chair

ATTEST:

ATTEST:

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

David Twa, County Administrator

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

Tarienne Grover, Clerk of the Board

Approved as to form:

Sharon L. Anderson, County Counsel

Approved as to form:

Best Best & Krieger LLP

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

Deputy County Counsel

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

Malathy Subramanian, Authority Counsel

NW:sr

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**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: September 24, 2019

Subject: Approve and authorize execution of Stormwater Management Facilities Operation and Maintenance Agreements for MS14-0007, North Richmond area.

**RECOMMENDATION(S):**

1. ADOPT Resolution No. 2019/563, approving and authorizing the Public Works Director to sign a Stormwater Management Facilities Operation and Maintenance Agreement with Heritage Point A/G, L.P., the owner of Parcel A of minor subdivision MS14-0007, and a Stormwater Management Facilities Operation and Maintenance Agreement with Heritage Point Commercial LLC, the owner of Parcel B of MS14-0007, as recommended by the Public Works Director, North Richmond area. (District I)

2. DIRECT the Public Works Director, or designee, to arrange for the recording of the executed agreements with the County Clerk.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Property located at the northeast corner of Fred Jackson Way and Chesley Avenue in the North Richmond area is being developed by Community Development Housing Corporation of North Richmond. The property has been subdivided into two lots, Parcel A and Parcel B. A multi-family affordable housing facility has been constructed on Parcel A and a retail store is to be developed on Parcel B.

The conditions

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/24/2019** ☐ 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: September 24, 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, Craig Standafer- Engineering Services, Cece Sellgren - Watershed Program, Community Development Housing Corporation of North Richmond





BACKGROUND: (CONT'D)

of approval of MS14-0007 require the owner(s) of the subdivision property to enter into a Stormwater Management Facilities Operation and Maintenance Agreement with the County to require the owner to operate and maintain the stormwater treatment facilities on the property and grant access to specified public agencies for inspection purposes, in compliance with requirements under the County's National Pollutant Discharge Elimination System (NPDES) permit. The subdivision property, formerly owned by the County, is now owned by two separate entities, Heritage Point A/G, L.P. (the owner of Parcel A) and Heritage Point Commercial LLC (the owner of Parcel B). For this reason, separate agreements with each owner are required.

CONSEQUENCE OF NEGATIVE ACTION:

The agreement will not be executed or recorded, and the County may not be in full compliance with its NPDES permit.

ATTACHMENTS

Resolution No. 2019/563

O&M Parcel A

O&M Parcel B

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

**Adopted this Resolution on 09/24/2019 by the following vote:**

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2019/563

IN THE MATTER OF approving Stormwater Management Facilities Operation and Maintenance Agreements for Parcel A and Parcel B of minor subdivision MS14-0007 (APN 409-080-027 and APN 409-080-028), North Richmond area. (District I)

WHEREAS, the Public Works Director has recommended that the Board approve and authorize him to execute a Stormwater Management Facilities Operation and Maintenance Agreement with Heritage Point A/G, L.P., the owner of Parcel A of minor subdivision MS14-0007, located at 1534-1536 Fred Jackson Way in the North Richmond area, providing for the operation and maintenance of stormwater treatment facilities located on the property and access by public agencies for inspection purposes, as required by the Conditions of Approval of MS14-0007; and

WHEREAS, the Public Works Director has recommended that the Board approve and authorize him to execute a Stormwater Management Facilities Operation and Maintenance Agreement with Heritage Point Commercial LLC, the owner of Parcel B of MS14-0007, located at 305 Chesley Avenue in the North Richmond area, providing for the operation and maintenance of stormwater treatment facilities located on the property and access by public agencies for inspection purposes, also as required by the Conditions of Approval of MS14-0007;

NOW, THEREFORE, BE IT RESOLVED that the recommendations of the Public Works Director are APPROVED.

Contact: Randolph Sanders (925)313-2111

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: September 24, 2019**

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

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Craig Standafer- Engineering Services, Cece Sellgren - Watershed Program, Community Development Housing Corporation of North Richmond

Recording Requested By:  
COUNTY OF CONTRA COSTA

When Recorded, Return To:  
COUNTY OF CONTRA COSTA  
Contra Costa County Public Works Department  
Attn: Engineering Services  
255 Glacier Drive  
Martinez, CA 94553

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**Document Title**

**COUNTY OF CONTRA COSTA**

**COVENANT RUNNING WITH THE LAND,  
STORMWATER MANAGEMENT FACILITIES OPERATION  
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY**

**PROJECT:** MS14-0007 and DP14-3026

**PROPERTY OWNER(S):** Heritage Point A/G, L.P.

**ASSESSOR'S PARCEL NUMBER(S):** 409-080-028

**COVENANT RUNNING WITH THE LAND,  
STORMWATER MANAGEMENT FACILITIES  
OPERATION AND MAINTENANCE AGREEMENT,  
AND RIGHT OF ENTRY**

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Heritage Point A/G, L.P., a California limited partnership, and the County of Contra Costa, a political subdivision of the State of California.

**DEFINITIONS**

The following terms used in this Agreement have the meanings specified below:

**County:** The term "**County**" means the County of Contra Costa and its authorized officers, agents, and employees.

**County Engineer:** The term "**County Engineer**" means the Public Works Director for the County or his/her designee.

**Lot:** The term "**Lot**" and "**Lots**" means Parcel A shown on the Map.

**Map:** The term "**Map**" means the parcel map filed February 26, 2018, in Book 213 of Parcel Maps, at pages 31 & 32, Contra Costa County Records.

**Maintain:** The terms "**maintain**," "**maintained**," or "**maintenance**" mean taking all actions reasonably necessary to keep the Stormwater Facilities in first-class operation, condition, and repair, as described in the Stormwater Control Plan and the Operation and Maintenance Plan, which actions include but are not limited to annual inspection and reporting, painting, cleaning, refinishing, repairing, replacing, and reconstructing the Stormwater Facilities, the payment of any applicable County fees, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping.

**NPDES Permit:** The term "**NPDES Permit**" means the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 issued to the County and other co-permittees by the San Francisco Regional Water Quality Control Board, as amended, and as may be superseded by subsequent NPDES permits that are issued from time to time.

**Operation and Maintenance Plan:** The term "**Operation and Maintenance Plans**" means the Stormwater Control Operation and Maintenance Plan for the Property prepared by Lea and Braze Engineering, Inc., and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Operation and Maintenance Plan and any approved changes are on file at the County Public Works Department.

**Ordinance:** The term "**Ordinance**" means Division 1014 of Title 10 of the Contra Costa County Code (Stormwater Management and Discharge Control), as may be amended from time to time.

**Project:** The term "**Project**" means MS14-0007 and DP14-3026, which is being developed on the Property by the Property Owner.

**Property:** The term "**Property**" means that real property depicted as Parcel A on the Map and described in Exhibit A attached to this Agreement.

**Property Owner:** The terms "**Property Owner**" and "**Property Owners**" mean Heritage Point A/G, L.P., and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Lots shown on the Map.

**Stormwater Control Plan:** The term "**Stormwater Control Plans**" means the Stormwater Control Plan prepared by Lea and Braze Engineering, Inc., and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Stormwater Control Plan and any approved changes are on file at the County Public Works Department.

**Stormwater Facilities:** The term "**Stormwater Facilities**" means the permanent stormwater management facilities and appurtenant design features located and constructed on the Property, as described in the Stormwater Control Plan and/or the Operation and Maintenance Plan.

## RECITALS

This Agreement is made and entered into with reference to the following facts:

- A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.
- B. The County is the owner of a parcel commonly known as 1501 Fred Jackson Way (APN 409-070-029) that is in the vicinity of the Property, and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.
- C. To meet its obligations under the NPDES Permit, the County has required the Property Owner to construct the Stormwater Facilities.
- D. To meet its obligations under the NPDES Permit, the County has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.



- E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.
- F. The Operation and Maintenance Plan and/or the Stormwater Control Plan include an annual inspection and reporting requirement and a continuing maintenance requirement for the Stormwater Facilities constructed on the Property.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the above premises, the sufficiency of which is acknowledged, the mutual covenants contained in this Agreement, and the following terms and conditions, the County and the Property Owner agree as follows:

### **SECTION 1**

**Responsibility for Operation and Maintenance:** The Property Owner represents and warrants that the Stormwater Facilities have been designed and installed in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance. No portion of the Stormwater Facilities may be altered in any manner that is inconsistent with the Stormwater Control Plan or the Operation and Maintenance Plan without the prior, written consent of the County Engineer. The Property Owner shall continuously maintain the Stormwater Facilities in first-class operating condition, in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance, and in compliance with all applicable federal, state, and local laws and regulations, as they may be amended from time to time.

The Property Owner shall engage a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake the following maintenance activities on the Property, unless the Property Owner receives prior, written approval of an alternative method from the County Engineer:

1. Diagnosis and correction of the Stormwater Facilities malfunctions that cannot be corrected through routine maintenance,
2. Application of fertilizer and/or pest control products within, under, or above the Stormwater Facilities,
3. Repair of private drainage system (including rain gutters, downspouts, area drains, risers, inlets, outlets, overflows, clean-outs, connectors, earthen and concrete conveyance swales, check dam/retaining walls, and catch basins),
4. Maintenance of irrigation system that may affect stormwater reaching the Stormwater Facilities,
5. Modification of site topography through yard and driveway grading that may affect stormwater reaching the Stormwater Facilities,
6. Subdrain cleaning/replacement (including perforated drain pipe), and
7. Replacement of engineered soil and mulch.

The County Engineer may, at any time, revoke approval of an alternate method for the maintenance of the Stormwater Facilities and require the Property Owner to hire a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake any of the activities mentioned in this section.

If a dispute should arise between the Property Owner with respect to the necessity for maintenance, the standard of maintenance, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facilities, the dispute may be submitted to the County Engineer, in which case the decision of the County Engineer shall be final.

The County recognizes that the Operation and Maintenance Plan may provide for the allocation of Property Owner responsibilities for the maintenance of Stormwater Facilities located on various Lots. However, regardless of the allocation of maintenance responsibilities, the Property Owner of each Lot is responsible for compliance with all of the obligations contained in this Agreement, and all Property Owners will be jointly and severally liable for failure to comply with the terms and conditions set forth in this Agreement and in the Ordinance.

The County may require the Property Owner to amend the Stormwater Control Plan and/or the Operation and Maintenance Plan whenever the County deems amendments necessary to maintain compliance with the NPDES Permit. In that case, the Property Owner shall have the amendments prepared by a licensed engineer and promptly submit the amendments to the County Engineer for review and approval. All amendments proposed by the Property Owner are subject to the prior, written approval of the County Engineer. Whenever the Property Owner requests amendments to the Stormwater Control Plan and/or the Operation and Maintenance Plan, the Property Owner shall pay the County in advance for all staff time spent reviewing and taking action with respect to such request, whether or not the County Engineer approves the proposed amendments. All approved amendments to the Stormwater Control Plan and the Operation and Maintenance Plan will be kept on file at the County Public Works Department. The Property Owner shall promptly comply with all requirements of the Stormwater Control Plan and the Operation and Maintenance Plan, including any approved amendments.

## **SECTION 2**

**Inspection by Property Owner:** The Property Owner shall inspect, at least annually, the Stormwater Facilities in accordance with this Agreement, including the requirements of the Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance. The annual inspection shall include completion of the reporting form(s) required by the County, which form(s) will be provided annually to the Property Owner by the County. The Property Owner or a licensed landscape contractor or other licensed professional acceptable to the County Engineer must submit the reporting form(s) to the County Engineer no later than the deadline indicated on the form(s). Upon review, the County may require additional information from either the Property Owner or an appropriately-licensed contractor.

### **SECTION 3**

**Right of Entry and Stormwater Facilities Inspection by the County:** The Property Owner hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever the County or other agency has a reasonable basis to believe that a violation of this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or the NPDES Permit has occurred or is threatening to occur. It also includes the right for the County and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The County and the other agencies shall endeavor to provide reasonable notice to the Property Owner before entering the Property.

### **SECTION 4**

**Failure to Perform Required Stormwater Facilities Repairs or Maintenance by the Property Owner:** If the Property Owner fails to maintain the Stormwater Facilities in good working order and in accordance with the approved Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance, the County, with prior notice, may enter the Property to return the Stormwater Facilities to good working order. The County is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the County. If the County, under this section, performs any work to return Stormwater Facilities to good working order, the Property Owner shall reimburse the County for all the costs incurred by the County, including administrative costs. The County will provide the Property Owner with an itemized invoice of the County's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the County may secure a lien against the Property in the amount of such costs. In addition, the County may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facilities a special assessment against the Property, which assessment may be collected on the tax roll in accordance with applicable law. This section does not prevent the County from pursuing other remedies against the Property or the Property Owner, including but not limited to those in the Ordinance and the nuisance abatement procedures in Division 14 of Title 1 (or successor provisions) of the Contra Costa County Ordinance Code.

If the Property Owner fails to maintain the Stormwater Facilities in accordance with this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, or the Ordinance, the Property Owner shall be responsible for: (a) the costs of any code enforcement or nuisance abatement actions commenced by the County; and (b) the payment of, or reimbursement to the County for, any fines or penalties that may be levied against the County by the Regional Water Quality Control Board or any other regulatory agency, to the extent that the fines or penalties result from the Property Owner's failure to properly maintain the Stormwater Facilities. The County may recover such costs, fines, or penalties from the Property Owner in the same manner as provided in the preceding paragraph.

## **SECTION 5**

**Indemnity:** The Property Owner agrees to defend, indemnify, save, and hold harmless the County and its governing board from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any property damage, personal injury, or death arising directly or indirectly from or connected with the design, construction, use, operation or maintenance of the Stormwater Facilities by the Property Owner or the presence or existence of the Stormwater Facilities on the Property, except for claims, costs, or liabilities resulting from the sole negligence or sole willful misconduct of the County. The Property Owner's obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

## **SECTION 6**

**Covenant Running with the Land:** The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit 1501 Fred Jackson Way and each and every part thereof. Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced road(s) and storm drains.

## **SECTION 7**

**Severability:** Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

## **SECTION 8**

**No Dedication for Public Use:** The provisions of this Agreement shall not be construed to constitute a dedication for public use, either express or implied, and any actions by the County to enforce this Agreement, including without limitation code enforcement or nuisance abatement actions, shall not be deemed to involve the exercise by the County of dominion or control over the Stormwater Facilities or the Property.

## **SECTION 9**

**Notices:** All notices required by this Agreement or by law shall be in writing and shall be delivered in person or sent by certified mail, postage pre-paid.



Notices required to be given to the County shall be addressed as follows:

Contra Costa County Public Works Department  
Attention: County Watershed Program  
255 Glacier Drive  
Martinez, CA 94553

Notices required to be given to the Property Owner, including any heirs, successors, or assigns, will be sent to the mailing address for the Property Owner that is on file with the Contra Costa County Assessor. The Property Owner may request in writing that notices be sent to an additional address.

Any party may change its address or contact person by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address and/or new contact person.

### **SECTION 10**

**Effective Date and Modification:** This Agreement is effective upon the date stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the County and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

#### **County of Contra Costa**

#### **Property Owner**

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


By: Heritage Point A/G LLC,  
General Partner, Heritage A/G, L.P.

RECOMMENDED FOR APPROVAL:


Brian M. Balbas, Public Works Director

By: Community Housing Development  
Corporation of North Richmond  
Manager, Heritage Point A/G LLC

By:   
Deputy Public Works Director

By:   
Joseph Villarreal  
Chairperson of the Board

APPROVED AS TO FORM:

Sharon L. Anderson  
County Counsel  
By:   
Deputy County Counsel

By:   
Kathryn Hoover  
Secretary

[Note: All Property Owner 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.)]

Attachments: Exhibit A (Legal Description)  
Acknowledgment

H:\Public Works\WatershedProgram\OMAg.MS14-0007.ParcelA.9.13.19.docx

COPY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**UNINCORPORATED CONTRA COSTA COUNTY, CA**

All that certain real property, situate in the unincorporated County of Contra Costa, State of California, more particularly described as follows:

Parcel A as shown on that certain Parcel Map entitled "Subdivision MS 14-0007", filed February 26, 2018 in Book 213 of Parcel Maps, at pages 31 & 32, Contra Costa County Records.

Contains 29,923 square feet (0.69 acres), more or less.

**END OF DESCRIPTION**





ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Contra Costa )

On Sept 16, 2019, before me, Karen Khomsoneprasinh,

Notary Public, personally appeared Kathryn Hoover

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.

Kah

Signature of Notary Public



(SEAL)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Contra Costa )

On September 17, 2019, before me, Nataline N. Jindoian

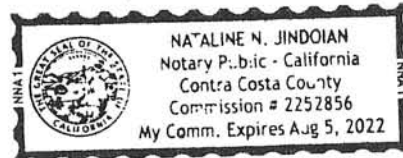
Notary Public, personally appeared Joseph Villarreal

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.

Nataline N. Jindoian  
Signature of Notary Public



(SEAL)

Recording Requested By:  
COUNTY OF CONTRA COSTA

When Recorded, Return To:  
COUNTY OF CONTRA COSTA  
Contra Costa County Public Works Department  
Attn: Engineering Services  
255 Glacier Drive  
Martinez, CA 94553

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**Document Title**

**COUNTY OF CONTRA COSTA**

**COVENANT RUNNING WITH THE LAND,  
STORMWATER MANAGEMENT FACILITIES OPERATION  
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY**

**PROJECT:** MS14-0007 and DP14-3026

**PROPERTY OWNER(S):** Heritage Point Commercial LLC

**ASSESSOR'S PARCEL NUMBER(S):** 409-080-027

**COVENANT RUNNING WITH THE LAND,  
STORMWATER MANAGEMENT FACILITIES  
OPERATION AND MAINTENANCE AGREEMENT,  
AND RIGHT OF ENTRY**

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Heritage Point Commercial LLC, a California limited liability company, and the County of Contra Costa, a political subdivision of the State of California.

**DEFINITIONS**

The following terms used in this Agreement have the meanings specified below:

**County:** The term "**County**" means the County of Contra Costa and its authorized officers, agents, and employees.

**County Engineer:** The term "**County Engineer**" means the Public Works Director for the County or his/her designee.

**Lot:** The term "**Lot**" and "**Lots**" means Parcel B shown on the Map.

**Map:** The term "**Map**" means the parcel map filed February 26, 2018, in Book 213 of Parcel Maps, at pages 31 & 32, Contra Costa County Records.

**Maintain:** The terms "**maintain**," "**maintained**," or "**maintenance**" mean taking all actions reasonably necessary to keep the Stormwater Facilities in first-class operation, condition, and repair, as described in the Stormwater Control Plan and the Operation and Maintenance Plan, which actions include but are not limited to annual inspection and reporting, painting, cleaning, refinishing, repairing, replacing, and reconstructing the Stormwater Facilities, the payment of any applicable County fees, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping.

**NPDES Permit:** The term "**NPDES Permit**" means the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 issued to the County and other co-permittees by the San Francisco Regional Water Quality Control Board, as amended, and as may be superseded by subsequent NPDES permits that are issued from time to time.

**Operation and Maintenance Plan:** The term "**Operation and Maintenance Plan**" means the Stormwater Control Operation and Maintenance Plan for the Property prepared by Lea and Braze Engineering, Inc., and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Operation and Maintenance Plan and any approved changes are on file at the County Public Works Department.

**Ordinance:** The term "**Ordinance**" means Division 1014 of Title 10 of the Contra Costa County Code (Stormwater Management and Discharge Control), as may be amended from time to time.

**Project:** The term "**Project**" means MS14-0007 and DP14-3026, which is being developed on the Property by the Property Owner.

**Property:** The term "**Property**" means that real property depicted as Parcel B on the Map and described in Exhibit A attached to this Agreement.

**Property Owner:** The terms "**Property Owner**" and "**Property Owners**" mean Heritage Point Commercial LLC and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Lots shown on the Map.

**Stormwater Control Plan:** The term "**Stormwater Control Plan**" means the Stormwater Control Plan prepared by Lea and Braze Engineering, Inc., and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Stormwater Control Plan and any approved changes are on file at the County Public Works Department.

**Stormwater Facilities:** The term "**Stormwater Facilities**" means the permanent stormwater management facilities and appurtenant design features located and constructed on the Property, as described in the Stormwater Control Plan and/or the Operation and Maintenance Plan.

## RECITALS

This Agreement is made and entered into with reference to the following facts:

- A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.
- B. The County is the owner of a parcel commonly known as 1501 Fred Jackson Way (APN 409-070-029) that is in the vicinity of the Property, and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.
- C. To meet its obligations under the NPDES Permit, the County has required the Property Owner to construct the Stormwater Facilities.
- D. To meet its obligations under the NPDES Permit, the County has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.

- E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.
- F. The Operation and Maintenance Plan and/or the Stormwater Control Plan include an annual inspection and reporting requirement and a continuing maintenance requirement for the Stormwater Facilities constructed on the Property.

## **AGREEMENT**

**NOW, THEREFORE,** in consideration of the above premises, the sufficiency of which is acknowledged, the mutual covenants contained in this Agreement, and the following terms and conditions, the County and the Property Owner agree as follows:

### **SECTION 1**

**Responsibility for Operation and Maintenance:** The Property Owner represents and warrants that the Stormwater Facilities have been designed and installed in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance. No portion of the Stormwater Facilities may be altered in any manner that is inconsistent with the Stormwater Control Plan or the Operation and Maintenance Plan without the prior, written consent of the County Engineer. The Property Owner shall continuously maintain the Stormwater Facilities in first-class operating condition, in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance, and in compliance with all applicable federal, state, and local laws and regulations, as they may be amended from time to time.

The Property Owner shall engage a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake the following maintenance activities on the Property, unless the Property Owner receives prior, written approval of an alternative method from the County Engineer:

1. Diagnosis and correction of the Stormwater Facilities malfunctions that cannot be corrected through routine maintenance,
2. Application of fertilizer and/or pest control products within, under, or above the Stormwater Facilities,
3. Repair of private drainage system (including rain gutters, downspouts, area drains, risers, inlets, outlets, overflows, clean-outs, connectors, earthen and concrete conveyance swales, check dam/retaining walls, and catch basins),
4. Maintenance of irrigation system that may affect stormwater reaching the Stormwater Facilities,
5. Modification of site topography through yard and driveway grading that may affect stormwater reaching the Stormwater Facilities,
6. Subdrain cleaning/replacement (including perforated drain pipe), and
7. Replacement of engineered soil and mulch.



The County Engineer may, at any time, revoke approval of an alternate method for the maintenance of the Stormwater Facilities and require the Property Owner to hire a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake any of the activities mentioned in this section.

If a dispute should arise between the Property Owner with respect to the necessity for maintenance, the standard of maintenance, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facilities, the dispute may be submitted to the County Engineer, in which case the decision of the County Engineer shall be final.

The County recognizes that the Operation and Maintenance Plan may provide for the allocation of Property Owner responsibilities for the maintenance of Stormwater Facilities located on various Lots. However, regardless of the allocation of maintenance responsibilities, the Property Owner of each Lot is responsible for compliance with all of the obligations contained in this Agreement, and all Property Owners will be jointly and severally liable for failure to comply with the terms and conditions set forth in this Agreement and in the Ordinance.

The County may require the Property Owner to amend the Stormwater Control Plan and/or the Operation and Maintenance Plan whenever the County deems amendments necessary to maintain compliance with the NPDES Permit. In that case, the Property Owner shall have the amendments prepared by a licensed engineer and promptly submit the amendments to the County Engineer for review and approval. All amendments proposed by the Property Owner are subject to the prior, written approval of the County Engineer. Whenever the Property Owner requests amendments to the Stormwater Control Plan and/or the Operation and Maintenance Plan, the Property Owner shall pay the County in advance for all staff time spent reviewing and taking action with respect to such request, whether or not the County Engineer approves the proposed amendments. All approved amendments to the Stormwater Control Plan and the Operation and Maintenance Plan will be kept on file at the County Public Works Department. The Property Owner shall promptly comply with all requirements of the Stormwater Control Plan and the Operation and Maintenance Plan, including any approved amendments.

## **SECTION 2**

**Inspection by Property Owner:** The Property Owner shall inspect, at least annually, the Stormwater Facilities in accordance with this Agreement, including the requirements of the Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance. The annual inspection shall include completion of the reporting form(s) required by the County, which form(s) will be provided annually to the Property Owner by the County. The Property Owner or a licensed landscape contractor or other licensed professional acceptable to the County Engineer must submit the reporting form(s) to the County Engineer no later than the deadline indicated on the form(s). Upon review, the County may require additional information from either the Property Owner or an appropriately-licensed contractor.

### **SECTION 3**

**Right of Entry and Stormwater Facilities Inspection by the County:** The Property Owner hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever the County or other agency has a reasonable basis to believe that a violation of this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or the NPDES Permit has occurred or is threatening to occur. It also includes the right for the County and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The County and the other agencies shall endeavor to provide reasonable notice to the Property Owner before entering the Property.

### **SECTION 4**

**Failure to Perform Required Stormwater Facilities Repairs or Maintenance by the Property Owner:** If the Property Owner fails to maintain the Stormwater Facilities in good working order and in accordance with the approved Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance, the County, with prior notice, may enter the Property to return the Stormwater Facilities to good working order. The County is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the County. If the County, under this section, performs any work to return Stormwater Facilities to good working order, the Property Owner shall reimburse the County for all the costs incurred by the County, including administrative costs. The County will provide the Property Owner with an itemized invoice of the County's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the County may secure a lien against the Property in the amount of such costs. In addition, the County may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facilities a special assessment against the Property, which assessment may be collected on the tax roll in accordance with applicable law. This section does not prevent the County from pursuing other remedies against the Property or the Property Owner, including but not limited to those in the Ordinance and the nuisance abatement procedures in Division 14 of Title 1 (or successor provisions) of the Contra Costa County Ordinance Code.

If the Property Owner fails to maintain the Stormwater Facilities in accordance with this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, or the Ordinance, the Property Owner shall be responsible for: (a) the costs of any code enforcement or nuisance abatement actions commenced by the County; and (b) the payment of, or reimbursement to the County for, any fines or penalties that may be levied against the County by the Regional Water Quality Control Board or any other regulatory agency, to the extent that the fines or penalties result from the Property Owner's failure to properly maintain the Stormwater Facilities. The County may recover such costs, fines, or penalties from the Property Owner in the same manner as provided in the preceding paragraph.

## **SECTION 5**

**Indemnity:** The Property Owner agrees to defend, indemnify, save, and hold harmless the County and its governing board from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any property damage, personal injury, or death arising directly or indirectly from or connected with the design, construction, use, operation or maintenance of the Stormwater Facilities by the Property Owner or the presence or existence of the Stormwater Facilities on the Property, except for claims, costs, or liabilities resulting from the sole negligence or sole willful misconduct of the County. The Property Owner's obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

## **SECTION 6**

**Covenant Running with the Land:** The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit 1501 Fred Jackson Way and each and every part thereof. Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced road(s) and storm drains.

## **SECTION 7**

**Severability:** Invalidity of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

## **SECTION 8**

**No Dedication for Public Use:** The provisions of this Agreement shall not be construed to constitute a dedication for public use, either express or implied, and any actions by the County to enforce this Agreement, including without limitation code enforcement or nuisance abatement actions, shall not be deemed to involve the exercise by the County of dominion or control over the Stormwater Facilities or the Property.

## **SECTION 9**

**Notices:** All notices required by this Agreement or by law shall be in writing and shall be delivered in person or sent by certified mail, postage pre-paid.

Notices required to be given to the County shall be addressed as follows:

Contra Costa County Public Works Department  
Attention: County Watershed Program  
255 Glacier Drive  
Martinez, CA 94553

Notices required to be given to the Property Owner, including any heirs, successors, or assigns, will be sent to the mailing address for the Property Owner that is on file with the Contra Costa County Assessor. The Property Owner may request in writing that notices be sent to an additional address.

Any party may change its address or contact person by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address and/or new contact person.

### **SECTION 10**

**Effective Date and Modification:** This Agreement is effective upon the date stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the County and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

#### **County of Contra Costa**

#### **Property Owner**

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

By: Community Development Housing  
Corporation of North Richmond  
Manager, Heritage Point Commercial LLC

RECOMMENDED FOR APPROVAL:

Brian M. Balbas, Public Works Director

By: \_\_\_\_\_  
Joseph Villarreal  
Chairperson of the Board

By: \_\_\_\_\_  
Deputy Public Works Director

By: \_\_\_\_\_  
Kathryn Hoover  
Secretary

APPROVED AS TO FORM:

Sharon L. Anderson  
County Counsel

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

[Note: All Property Owner 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.)]

Attachments: Exhibit A (Legal Description)  
Acknowledgment

G:\engsvcl\Land Dev\MSIMS 14-0007\O&M Agreement\AG-40 O&M Agmt -Heritage-MS14-0007 -Sep2019.docx

COPY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**UNINCORPORATED CONTRA COSTA COUNTY, CA**

All that certain real property, situate in the unincorporated County of Contra Costa, State of California, more particularly described as follows:

Parcel B as shown on that certain Parcel Map entitled "Subdivision MS 14-0007", filed February 26, 2018 in Book 213 of Parcel Maps, at pages 31 & 32, Contra Costa County Records.

Contains 4,429 square feet (0.10 acres), more or less.

**END OF DESCRIPTION**





ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Contra Costa )

On Sept 16, 2019, before me, Karen Khomsonerasinh,

Notary Public, personally appeared Kathryn Hoover

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 of Notary Public



(SEAL)



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Contra Costa )

On September 17, 2019, before me, Nataline N. Jindoian \_\_\_\_\_

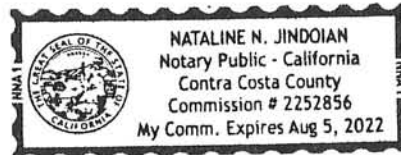
Notary Public, personally appeared Joseph Villarreal \_\_\_\_\_

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.

Nataline N. Jindoian  
Signature of Notary Public



(SEAL)



**Contra  
Costa  
County**

To: Contra Costa County Flood Control District Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: September 24, 2019

Subject: Creek and Channel Safety Awareness Month and its Associated Program, Countywide. Project No. 7520-6B8311

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/566 declaring October 2019 as Creek and Channel Safety Awareness Month; and

ACCEPT the following status report from the Public Works Department and the Contra Costa County Flood Control and Water Conservation District (FC District) on the Creek and Channel Safety Awareness Program (CCSAP); and

DIRECT the Public Works Department and the FC District to continue with implementation and the annual campaign of a Countywide sustainable CCSAP, including a follow-up report to this Board in one year.

**FISCAL IMPACT:**

Annual notices, outreach, and maintenance of safety features for this year is estimated to cost \$70,000 and will be funded by Flood Control Zone 3B.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Michelle Cordis, (925)  
313-2381

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

By: , Deputy

cc: David Twa, CAO, Thomas Geiger, County Counsel's Office, Sharon Hymes-Offord, Risk Management, Susan Shiu, CCTV, Allison Knapp, Deputy Chief Engineer, Carrie Ricci, Deputy Public Works Director, Tim Jensen, Flood Control, Michelle Cordis, Flood Control, Catherine Windham, Flood Control

### BACKGROUND:

On March 1, 2011, the Board of Supervisors directed the FC District to develop a sustainable and impactful outreach program to promote creek and channel safety throughout the County, after the drowning of two high school students in the Walnut Creek channel. In response, the FC District formed a CCSAP team that developed a strategy to achieve this goal.

On October 4, 2011, the Board declared October 2011 as the first Creek and Channel Safety Awareness Month, accepted the status report from the FC District on the CCSAP, approved the implementation plan, and directed the FC District to continue with implementation and initiation of an annual campaign of a sustainable CCSAP, including a follow-up report to the Board in one year.

Since then, the Board of Supervisors received and approved a status report on the Annual CCSAP, and declared October as Creek and Channel Safety Awareness Month in the years 2012 through 2018. The Board of Supervisors also directed the FC District to continue with implementation and the annual campaign of a Countywide sustainable CCSAP, including a follow-up report to the Board in one year.

This past year, we refreshed the warning stencils and signs in our facilities, completed the annual outreach to schools in September, and worked with Walnut Creek Intermediate School to put on our fourth annual Creek and Channel Safety Event. The annual event involved working with the leadership class to help develop and implement events for students that would raise student awareness of the “Stay Out, Stay Alive!” campaign. The highly successful program engaged hundreds of students in such activities as a poster competition, sharing of watershed information, distribution of “Stay Out, Stay Alive!” bracelets, and equipment showcase from Contra Costa Fire Protection District’s Swiftwater Rescue personnel. As in the past, several student posters were laminated and placed in prominent locations in downtown Walnut Creek to communicate their safety message through the winter. The FC District also had an information table at Las Lomas High School’s Wellness Fair and continued to share creek and safety information in April.

The Chief Engineer, FC District, recommends that the Board declare October 2019 as Creek and Channel Safety Awareness Month, accept the above report, and direct the Public Works Department and FC District to continue with implementation and the annual campaign of a Countywide sustainable CCSAP, including a follow-up report to this Board in one year.

### CONSEQUENCE OF NEGATIVE ACTION:

If this Resolution is not adopted, members of the public may not receive important information about creek and channel safety.

### CHILDREN'S IMPACT STATEMENT:

The FC District will continue to work with the schools and youth-based groups within the County to educate children about safety regarding creeks and flood control channels.

### ATTACHMENTS

Resolution No. 2019/566

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

Adopted this Resolution on 09/24/2019 by the following vote:

**AYE:** ☐

**NO:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐



**Resolution No. 2019/566**

In The Matter Of: Declaring October 2019 as Creek and Channel Safety Awareness Month, Countywide.

WHEREAS, various regional flood control channels were constructed in Contra Costa County to efficiently drain stormwater and runoff from within the cities and towns; and

WHEREAS, in April 2010, a family lost a husband and son in the rain-swollen Walnut Creek Channel; and

WHEREAS, in February 2011, two young men drowned in the same channel; and

WHEREAS, on March 1, 2011, the Board of Supervisors directed the County Public Works Department and Contra Costa County Flood Control and Water Conservation District to pursue a sustainable outreach program to educate the public on the benefits and dangers of creeks and channels; and

WHEREAS, continued education of the public about creeks and channels has been determined as the best way to keep citizens safe and avoid future tragedies; and

WHEREAS, the Creek and Channel Safety Awareness Program is now being implemented Countywide with an annual declaration of October as Creek and Channel Safety Awareness Month to remind the public of the Program.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby declares October 2019 as Creek and Channel Safety Awareness Month encouraging the public to be informed about the benefits and dangers of creeks and channels throughout Contra Costa County.

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: September 24, 2019**

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

By: , Deputy

**cc:** David Twa, CAO, Thomas Geiger, County Counsel's Office, Sharon Hymes-Offord, Risk Management, Susan Shiu, CCTV, Allison Knapp, Deputy Chief Engineer, Carrie Ricci, Deputy Public Works Director, Tim Jensen, Flood Control, Michelle Cordis, Flood Control, Catherine Windham, Flood Control



# Contra Costa County

To: Board of Supervisors  
From: Denise Rojas, Interim Risk Manager  
Date: September 24, 2019

Subject: Final Settlement of Claim, Scott Anderson vs. Contra Costa County

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## **RECOMMENDATION(S):**

RECEIVE this report concerning the final settlement of Scott Anderson and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$135,000, less permanent disability advances.

## **FISCAL IMPACT:**

Workers' Compensation Internal Service Fund payment of \$135,000, less permanent disability advances.

## **BACKGROUND:**

Attorney Benjamin Tolentino, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Scott Anderson v. Contra Costa County. The Board's September 10, 2019 closed session vote was: Supervisors Andersen, Burgis, Mitchoff and Glover - Yes; Supervisor Gioia - Absent. This action is taken so that the terms of this final settlement and the earlier September 10, 2019 closed session vote of this Board authorizing its negotiated settlement are known publicly.

## **CONSEQUENCE OF NEGATIVE ACTION:**

Case will not be settled.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Denise Rojas (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: September 24, 2019

Subject: Claims

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## **RECOMMENDATION(S):**

DENY claims filed by Alan-Michael J. Danner, Anita Gordon-Thomas, and Deborah Randon. DENY late claim filed by Surinder and Deborah Sanwal.

## **FISCAL IMPACT:**

No fiscal impact.

## **BACKGROUND:**

Alan-Michael J. Danner: Personal injury and property claim arising out of automobile accident in the amount of \$70,000. Anita Gordon-Thomas: Personal injury claim for employment discrimination in the amount of \$350,000. Deborah Randon: Personal injury claim arising out of a fall in the amount of \$3,000. Surinder & Deborah Sanwal: Personal injury claim for wrongful death in the amount of \$1,000,000.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

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

Contact: Scott Selby  
925.335.1400

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: September 24, 2019

Subject: Recognizing Victor Celis on his 25 years of service to Contra Costa County

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Warren Lai  
925-313-2180

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

By: , Deputy

cc:

## ATTACHMENTS

Resolution No.  
2019/476

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

In the matter of:

**Resolution No. 2019/476**

**Recognizing the contributions of Victor Celis on his 25 years of service to Contra Costa County.**

**WHEREAS** Victor Celis began his career with Contra Costa County as a temporary employee in 1994 as a Gardner, and became a permanent employee to the General Services Department in 1998; and

**Whereas** in 1997 Victor received a letter of commendation from the Sheriff's Department, Custody Services Bureau for his gardening efforts that enhanced the outward appearance of the Martinez Detention Facility at a minimal cost to the County; and

**WHEREAS** in 1998 Victor received a letter of appreciation from the Battered Women's Alternatives for his contributions made toward the success of the rally held in downtown Martinez; and

**WHEREAS** Victor was recognized for his tremendous effort in landscaping and recommended as the Sheriff's Department's Custody Services Bureau's General Employee of the Month for January 2000; and

**WHEREAS** in 2001 Victor received a Recognition of Excellence for his excellent attendance record; and

**WHEREAS** in 2001 Victor received a letter of commendation regarding the landscaping at 30, 40 and 50 Glacier Drive on the impressive quality and creativity of his work on the Zen garden; and

**WHEREAS** in 2006 Victor received a letter of Customer Service Commendation for his outstanding work done cleaning, trimming trees and bushes and providing a gravel path to the garden at the Lafayette Library; and

**WHEREAS** Victor was recognized and appreciated in 2008 by the Alamo Parks and Recreation Committee for the renovations, vegetation upkeep and attention to the smallest details at Livorna Park; and

**WHEREAS** in 2010 Victor was recognized for providing excellent customer service to the Alamo Municipal Advisory Committee; and

**WHEREAS** in Victor was promoted to Lead Gardener in April 2019.

**NOW, THEREFORE, IT IS BY THE BOARD RESOLVED**, that Victor Celis be recognized for his 25 years of service to Contra Costa County and for the high quality of work performed by him during his career.

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**JOHN GIOIA**

Chair, District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

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**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: September 24, 2019

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: September 24, 2019

Subject: National Recovery Month in Contra Costa County September 2019

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Lynn Enea -  
608-4200

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

By: , Deputy

cc:

## ATTACHMENTS

Resolution  
2019/530



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

In the matter of:

**Resolution No. 2019/530**

**National Recovery Month in Contra Costa County September, 2019**

**WHEREAS,** behavioral health is an essential part of health and one's overall wellness; and

**WHEREAS,** prevention of mental and substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

**WHEREAS,** preventing and overcoming mental and substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

**WHEREAS,** we must encourage relatives and friends of people with mental and substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

**WHEREAS,** to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and **Contra Costa County** invite all residents to participate in **National Recovery Month** and

**NOW, THEREFORE,** the Contra Costa County Board of Supervisors do hereby proclaim the month of September 2019 as

**NATIONAL RECOVERY MONTH**

in Contra Costa County and call upon the people of Contra Costa County to observe this month with appropriate programs, activities, and ceremonies to support this year's theme, *Join the Voices for Recovery: Invest in Health, Home, Purpose, and Community*.

---

**JOHN GIOIA**

Chair, District I Supervisor

---

**CANDACE ANDERSEN**

District II Supervisor

---

**DIANE BURGIS**

District III Supervisor

---

**KAREN MITCHOFF**

District IV Supervisor

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**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: September 24, 2019

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: September 24, 2019

Subject: Recognizing the Retirement of Leslie Gutierrez, Employment and Human Services Departmental Fiscal Officer

---

**RECOMMENDATION(S):**

Retirement of Leslie Gutierrez, Employment and Human Services Departmental Fiscal Officer

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:

## ATTACHMENTS

Resolution  
2019/542

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

In the matter of:

**Resolution No. 2019/542**

Honoring Leslie Gutierrez, Departmental Fiscal Officer, Employment and Human Services Department, on the occasion of her retirement after thirty-four years of County service.

WHEREAS, Leslie Gutierrez is retiring from the Employment and Human Services Department after 34 years of service that began in January 1985;

WHEREAS, Leslie Gutierrez's career with the County started as an Account Clerk in the office of the Auditor-Controller;

WHEREAS, Leslie Gutierrez advanced her career to the Administrative Services Assistant III position in the Fiscal Unit at the Employment and Human Services Department (EHSD) in February 1995. She was responsible for the fiscal implementation of Federal, State and County funded programs that provide access to resources that support, protect and empower EHSD clients (individuals and families) to be healthy, safe, and secure, and achieve self-sufficiency;

WHEREAS, Leslie Gutierrez was temporarily upgraded to Departmental Fiscal Officer at the Employment and Human Services Department in December 2015;

WHEREAS, Leslie Gutierrez was promoted to Departmental Fiscal Officer in April 2016. Leslie has been instrumental in restructuring Employment and Human Department's Budget Modeling System. She worked diligently to ensure the Department's compliance with fiscal procedures and deliverables during the year-end and budgeting seasons. Leslie provided support and guidance to the fiscal analysts she supervised;

WHEREAS, throughout the years, Leslie's supervisors have described her as "reliable," "taking on additional assignments," "resourceful, and "thorough";

WHEREAS, staff under Leslie's supervision and her co-workers describe her as "takes time to answer questions," "supportive," "willing to go the extra mile," and "acknowledges accomplishments"; and,

WHEREAS, Leslie Gutierrez's career has been marked by numerous accolades for her innovative approach to revenue forecasting and budget preparation, as well as for her significant contributions to the Employment and Human Services Department. Leslie has been a valued asset to the county and an exemplary Contra Costa employee;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Contra Costa recognizes and honors Leslie Gutierrez upon the occasion of her retirement.

---

**JOHN GIOIA**

Chair, District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**  
District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**  
District III Supervisor

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

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

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

ATTESTED:   September 24, 2019

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: September 24, 2019

Subject: Recognizing the 20th Anniversary of Advancecamp on September 28, 2019

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Lynn Enea -  
608-4200

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

By: , Deputy

cc:



## ATTACHMENTS

Resolution  
2019/559

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

In the matter of:

**Resolution No. 2019/559**

**RECOGNIZING THE 20<sup>TH</sup> ANNIVERSARY  
OF “ADVANCECAMP” ON SEPTEMBER 28, 2019**

**WHEREAS**, AdvanceCamp Inc. was founded in 1999 by a group of Adult Leaders from the Delta District of the Mt. Diablo Silverado Council of the Boys Scouts of America who saw a need to support the young men working on Boy Scout rank advancement or merit badges needed for the rank of Eagle Scout achievement in one central and safe location; and

**WHEREAS**, the first camp hosted a couple hundred young men in Antioch and Bay Point area and has grown to be a vital service to these young men and women. Over 20,000 have attended over the years coming from throughout Contra Costa County and Northern California; and

**WHEREAS**, AdvanceCamp is ran completely by Adult volunteers from the food service to Merit Badge Counselors throughout the event;----- and

**WHEREAS**, this year’s AdvanceCamp will be held at the Solano County Fairgrounds in Vallejo on September 28<sup>th</sup>. that the Board of Supervisors of the County of Contra Costa, California, does hereby proclaim it an honor and a pleasure to extend this **Recognition of the 20<sup>th</sup> Anniversary of AdvanceCamp** and urges all citizens of this community to join us in recognizing the many contributions made the Boy Scouts of America and AdvanceCamp Inc. with a sincere wish of many more years of service to the young men and women achieving advancement within the Boy Scouts of America ranks.

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**JOHN GIOIA**

Chair, District I Supervisor

---

**CANDACE ANDERSEN**

District II Supervisor

---

**DIANE BURGIS**

District III Supervisor

---

**KAREN MITCHOFF**

District IV Supervisor

---

**FEDERAL D. GLOVER**

District V Supervisor

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

ATTESTED: September 24, 2019

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: September 24, 2019

Subject: Honoring Joan Carpenter on her retirement

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☒ APPROVE ☐ OTHER  
☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Sonia Bustamante (510)  
331-5046

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

By: , Deputy

cc:

## ATTACHMENTS

Resolution  
2019/576

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

In the matter of:

**Resolution No. 2019/576**

**Honoring Joan Carpenter in her retirement after 21 years of service.**

*Whereas*, Joan Carpenter grew up in West Contra Costa, and is a graduate of El Cerrito High School, Contra Costa College and UC-Berkeley, where she earned a B.A in economics; and

*Whereas*, Joan Carpenter was one of the first staff members hired by Contra Costa Supervisor John Gioia when he was elected in 1998 and continues working for him focusing primarily on issues pertaining to seniors, the faith community, homelessness, health disparities, HIV/AIDS, infants, civic engagement and the cities of Richmond and El Cerrito; and

*Whereas*, Joan Carpenter is a devoted West County community activist who has served on numerous boards including the Contra Costa Home Health Agency Advisory Board, the West Contra Costa School District School Attendance Review Board, the Rehabilitation Services of Northern California Executive Board, Mt. Diablo Rehabilitation Center, and the Soroptimist Club of El Cerrito. She currently serves on the Executive Board of the West Contra Costa League of Women Voters, California Alliance for Retired Americans, founding member of the Juneteenth Celebration, Founding Member of the West County Democratic Club, the Contra Costa County Democratic Central Committee, and the National Women's Political Caucus of California; and

*Whereas*, Before working for Supervisor Gioia, Joan Carpenter worked in conflict resolution and mediation, including administering a Contra Costa mediation program that offered a range of services for residents, businesses, and government agencies. She has certificates in mediation and arbitration; and

*Whereas*, Joan Carpenter is a strong, passionate advocate for her community and neighbors, especially for the underserved and those who face challenges advocating for themselves; and

*WHEREAS*, Joan Carpenter helped establish viable community services, powerful coalitions and community partnerships in the West County as Senior District Coordinator for Supervisor John Gioia, she has been instrumental in building constituent relations and linkages for support services in West Contra Costa County, organized townhalls, coordinated legislative visits for senior groups, threw community baby showers for low income mothers, served on committee for elections outreach and assisted constituents in resolving their cases on various issues; and

*Whereas*, Joan Carpenter credits her mother, Joyce Anderson, as her inspiration for public service. Joyce, who was active in Richmond civic affairs, was a nurse and family nurse practitioner for 35 years who ran the first clinic in West Contra Costa County; and

*Whereas*, Joan Carpenter, a resident of El Cerrito, is the loving mother of Charles Adam Keeton, mother-in-law of LaVern Keeton, and grandmother of Brandi, Lance, and Chuckie Keeton.

*NOW THEREFORE BE IT RESOLVED*, That the Board of Supervisors of Contra Costa County does hereby honor and thank Joan Carpenter for her devoted service to the citizens of West Contra Costa County for 21 years.

*NOW THEREFORE BE IT RESOLVED*, That the Board of Supervisors of Contra Costa County does hereby honor and thank Joan Carpenter for her devoted service to the citizens of West Contra Costa County for 21 years.

**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

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and entered on the minutes of the Board of Supervisors on  
the date  
shown.

ATTESTED: September 24, 2019

David J. Twa,

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





Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: September 24, 2019

Subject: Remembering Yvonne Bullock for her dedication to serving the community over many years.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Sonia Bustamante  
510.231.8686

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

By: , Deputy

cc:

## ATTACHMENTS

Resolution  
2019/575

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

**In the matter of:**

**Resolution No. 2019/575**

**Remembering Yvonne Bullock and her contributions to Contra Costa County**

WHEREAS, Yvonne Maryann Bullock was the only child born to Hurlin Grant and Maderia Dorthy Harvey on October 26, 1936 in Council Bluffs, Iowa before the family relocated to Fresno, CA in 1945; and

WHEREAS, At the age of 13 Yvonne began working at her parent's real estate office. Shortly after she began writing a "teenagers" column in the first Black newspaper published in San Joaquin Valley. The Newspaper was a business venture started by her father and several other black business men; and

WHEREAS, Yvonne graduated from Edison High School 1955, the evening of her graduation Elbert L. Bullock proposed and March 26, 1956 they were married, the Bullocks moved to San Diego when Elbert Bullock was drafted in the US Marine Corp; and

WHEREAS, after the Bullocks relocated to Richmond, CA Yvonne was hired as an eligibility work for Contra Costa County Social Services in 1969, before it was renamed Employment and Humans Services Department; and

WHEREAS, Yvonne began taking a few classes at Contra Costa College where she received her AA then decided to continue on with her education and was awarded her BA from University of San Francisco in May 1984 all while working and caring for her family; and

WHEREAS, Yvonne oversaw ILSP (Independent Living Skills Program) in 1993, which received one of five national grants from the Child League of America, for youth development in ILSP; and

WHEREAS, Yvonne was known to think of her career and work as interesting, challenging and most important involved people, she worked her way up to leadership positions and became Assistant Director of Social Services until she retired in 1994; and

WHEREAS, Yvonne continued her involvement in the community by serving on the board of North Richmond Neighborhood House, West Contra Costa Youth Service Bureau, Dress for Success and VESTIA where she was presented with the Matthew Barnes Award from the VESTIA Board of Directors; and

WHEREAS, Yvonne was known for her dedication to the clients she served, respect from community advocates, energy for fundraising and sense of humor; and

The Contra Costa County Board of Supervisors Remembers Yvonne Bullock and her many years of service as an employee and a community leader.

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**JOHN GIOIA**  
Chair, District I Supervisor

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**CANDACE ANDERSEN**  
District II Supervisor

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**DIANE BURGIS**  
District III Supervisor

---

**KAREN MITCHOFF**  
District IV Supervisor

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**FEDERAL D. GLOVER**  
District V Supervisor

I hereby certify that this is a true and correct copy of an  
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the date  
shown.

ATTESTED: September 24, 2019

David J. Twa,

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



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: September 24, 2019

Subject: ACCEPT the Resignation of Clover Mahn from the Rodeo Municipal Advisory Council

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**RECOMMENDATION(S):**

ACCEPT the resignation of Clover Mahn, DECLARE a vacancy on the Rodeo Municipal Advisory Council, District V Seat 3, effective immediately, and Direct the Clerk of the Board to post a vacancy, as recommended by Supervisor Federal D. Glover.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Council shall advise the Board on: Services which are or may be provided to the Rodeo community by the County or other local government agencies. Such services include, but are not limited to public health, safety, welfare, public works and planning.

**CONSEQUENCE OF NEGATIVE ACTION:**

The seat would remain vacant.

**CHILDREN'S IMPACT STATEMENT:**

None.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Vincent Manuel (925)  
608-4200

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

By: , Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: INTERNAL OPERATIONS COMMITTEE  
Date: September 24, 2019

Subject: RECOMMENDATIONS FOR APPOINTMENT TO THE AFFORDABLE HOUSING FINANCE COMMITTEE

---

**RECOMMENDATION(S):**

APPOINT Vincent Moita to the County #1 seat with a term ending on June 30, 2020 and Lisa Caronna to the Community #3 seat with a term ending on June 30, 2022 on the Affordable Housing Finance Committee.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Affordable Housing Finance Committee advises the Board of Supervisors on the annual allocation of approximately \$3 million in HOME Investment Partnership Act (HOME) and \$1.8 million in Community Development Block Grant (CDBG) funds for affordable housing development in Contra Costa County. These funds are allocated to the County on an annual basis by formula through the U.S. Department of Housing and Urban Development.

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☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☒ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: September 24, 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 Committee consists of nine members, including:

- three city representatives (one each from East, Central and West County)
- three county representatives; and
- three community representatives.



The three city representatives are nominated by the cities in each subregion of the County and approved by the Board of Supervisors. Nominations for county and community representatives are solicited by the Department of Conservation and Development. All county and community representative appointments are interviewed by members of the AHFC and reviewed by the Internal Operations Committee (IOC) then referred to the Board of Supervisors for approval. AHFC terms are for three years. A current AHFC roster is attached.

The Internal Operations Committee reviewed and approved the AHFC nominations on September 9, 2019.

### ATTACHMENTS

AHFC Roster

Candidate Application Lisa Caronna AHFC

Candidate Application Vincent Moita AHFC

Ltr of Recommendation\_Affordable Housing Finance Cte

**Affordable Housing Finance Committee Roster***August 2019*

Seat	Expiration	Name	Note
City Representative 1/East	6/30/2020	Eric Brown	
City Representative 2/West	6/30/2021	Vacant	Resent email 7/17/19
City Representative 3/Central	6/30/2022	Vacant	Sent email 7/17/19
County Representative 1	6/30/2020	Vincent Moita	
County Representative 2	6/30/2021	Willie Robinson	
County Representative 3	6/30/2022	Warren Ritter	
Community Representative 1	6/30/2020	Dan Bundy	
Community Representative 2	6/30/2021	Frances Sorrondegui	
Community Representative 3	6/30/2022	Lisa Caronna	



Contra  
Costa  
County

Print Form

Please return completed applications to:

Clerk of the Board of Supervisors

651 Pine St., Room 106

Martinez, CA 94553

or email to: ClerkofTheBoard@cob.cccounty.us

**BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION**

First Name: Lisa  
Last Name: Caronna  
Home Address - Street: [REDACTED]  
City: Kensington  
Zip Code: 94707  
Phone (best number to reach you): [REDACTED]  
Email: [REDACTED]  
Resident of Supervisorial District: 1

**EDUCATION**

Check appropriate box if you possess one of the following:

☐ High School Diploma ☐ CA High School Proficiency Certificate ☐ G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded	
UC Berkeley MA	Landscape Architecture	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No

Other Training Completed: [REDACTED]

Board, Committee or Commission Name: Affordable Housing Finance Committee  
Seat Name: Community 3

Have you ever attended a meeting of the advisory board for which you are applying?  
☐ No ☒ Yes If yes, how many? approx 10

Please explain why you would like to serve on this particular board, committee, or commission.

I have been an active member of this committee since original appointment in January 2014. The review of proposed affordable housing projects and the recommendations by this committee provide important input toward the allocation of limited funds. I am dedicated to affordable housing for low-income families and individuals.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

See Resume Attached

I am including my resume with this application:

Please check one: ☒ Yes ☐ No

I would like to be considered for appointment to other advisory bodies for which I may be qualified.

Please check one: ☐ Yes ☐ No



Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one: ☒ Yes ☐ No

List any volunteer and community experience, including any boards on which you have served.

Affordable Housing Finance Committee since January 2014

The Bread Project Board Member since 2016 - present. Non-profit organization that trains very low income people in commercial baking and the food industry and helps them find jobs.

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one: ☐ 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 relationships?

Please check one: ☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed:

Date:

Submit this application to:

Clerk of the Board of Supervisors  
651 Pine St., Room 106  
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 335-1900 or by email at [ClerkofTheBoard@cab.cccounty.us](mailto:ClerkofTheBoard@cab.cccounty.us)

#### Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2011/55, a person will not be eligible for appointment if he/she is related to a Board of Supervisors member in any of the following relationships: mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, great-granddaughter, first-cousin, husband, wife, father-in-law, mother-in-law, daughter-in-law, stepson, stepdaughter, sister-in-law, brother-in-law, spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouses' grandson, registered domestic partner, relatives of a registered domestic partner as listed above.
8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.

THIS FORM IS A PUBLIC DOCUMENT

# Lisa Caronna

Kensington, CA 94707

## EMPLOYMENT HISTORY:

### Deputy City Manager, City of Berkeley

Nov 2003 – Mar 2010 (Retired)

*Responsibilities included efficient, effective City operations focused on administrative duties, emergency response, selective department oversight, special initiatives and special projects.*

### Director of Parks, Recreation & Waterfront Department City of Berkeley

Jun 1997 – Nov 2003

*Responsible for all administrative duties and as follows: operations, planning, design and maintenance for 52 parks, 1000 berth marina, recreation programs at 3 recreation centers, a nature center, summer camps and forestry program for all public trees and oversight of 2 City Commissions.*

### Landscape Architecture

June 1974– June 1997

#### Landscape Architect, City of Berkeley

Jan 1995 – Jun 1997

Private Practice focused on public and quasi-public projects

Keller Mitchell Caronna Founding Principal

Apr 1988 - Dec 1995

## VOLUNTEER and COMMUNITY SERVICE:

### The Bread Project, Board Member

Apr 2016 - Present

Non-profit job training program for adults re-entering the workforce

### Kensington Improvement Club Board Member

October 2014 – Present

### Contra Costa County

Affordable Housing Finance Committee Member

January 2014 - Present

### Contra Costa County Grand Jury

June 2013 – July 2014

### Kensington Police and Protection Community Services District

Kensington Park Buildings Committee Member

June 2010 – July 2014

### UCB Conference Speaker

October 2000

"Does the Neighborhood Landscape Matter?"

Department of Landscape Architecture and Environmental Planning

## PERSONAL INTERESTS:

Computer Classes (Photoshop and InDesign), Glass Fusing, Gardening, Hiking, Skiing

## EDUCATION:

### BA University of California Berkeley

1974

### MLA University of California Berkeley

1982

*Master of Landscape Architecture*



Contra  
Costa  
County

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Clerk of the Board of Supervisors  
651 Pine St., Room 106  
Martinez, CA 94553  
or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name	Last Name	
Vincent	Moita	
Home Address - Street	City	Zip Code
	Walnut Creek	94565
Phone (best number to reach you)	Email	
Resident of Supervisorial District:	IV	

EDUCATION      Check appropriate box if you possess one of the following:

☒ High School Diploma      ☐ CA High School Proficiency Certificate      ☐ G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded	
Brown University	Business Economics	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
University of Wisconsin-Madison	MBA-Real Estate Specialization	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
University of California - Hastings College of the Law	Juris Doctor	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Other Training Completed:

Board, Committee or Commission Name	Seat Name
Affordable Housing Finance Committee	County 3

Have you ever attended a meeting of the advisory board for which you are applying?

☒ No      ☐ Yes      If yes, how many?

Please explain why you would like to serve on this particular board, committee, or commission.

See Attached Addendum A

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

See Resume Attached

I am including my resume with this application:

Please check one:      ☒ Yes      ☐ No

I would like to be considered for appointment to other advisory bodies for which I may be qualified.

Please check one:      ☒ Yes      ☐ No



**Are you currently or have you ever been appointed to a Contra Costa County advisory board?**

Please check one: ☐ Yes ☒ No

**List any volunteer and community experience, including any boards on which you have served.**

UC Hastings - Association of Current Hastings Students - Treasurer  
Univeristy of Wisconsin Madison - Real Estate Club - Treasurer  
Junior Achievement - Volunteer

**Do you have a familial relationship with a member of the Board of Supervisors?** (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one: ☐ 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 relationships?**

Please check one: ☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

**Signed:**

[Redacted Signature]

**Date:**

05/8/2019

**Submit this application to:**

Clerk of the Board of Supervisors  
651 Pine St., Room 106  
Martinez, CA 94553

*Questions about this application? Contact the Clerk of the Board at (925) 335-1900 or by email at [ClerkofTheBoard@cob.cccounty.us](mailto:ClerkofTheBoard@cob.cccounty.us)*

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7. As indicated in Board Resolution 2011/55, a person will not be eligible for appointment if he/she is related to a Board of Supervisors member in any of the following relationships: mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, great-granddaughter, first-cousin, husband, wife, father-in-law, mother-in-law, daughter-in-law, stepson, stepdaughter, sister-in-law, brother-in-law, spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouses' grandson, registered domestic partner, relatives of a registered domestic partner as listed above.
8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.



Vince Moita  
Applicant: 5/8/2019  
Affordable Housing Finance Committee

Addendum A.

Growing up in Contra Costa County provided me a platform to succeed. A key component was stable housing. Currently, affordable housing is in crisis, preventing thousands of others from realizing the same opportunities. Over the last ten years, an average of 80,000 homes per year were produced in California, a far cry from the 180,000 homes needed to keep up with population growth(<https://www.wsj.com/articles/california-has-the-jobs-but-not-enough-homes-11553007600>). Consequently, home values have hyper-appreciated, and renters are caught between relocating altogether to other counties and communities or moving farther into suburban sprawl to keep their current employment or paying over 50% of incomes towards rent obligations. In 2015, the Association of Bay Area Governments estimated that Contra Costa County alone will demand 20,630 new homes by 2023—8,350 of which will fall into low or very-low household incomes (Regional Housing Need Plan, San Francisco Bay Area: 2015–2023, pg. 21). To meet these demands, creative solutions must be reached to supplement the typical free market, help maintain the middle class, support low and very-low income households, and provide opportunities for the next generation of Contra Costa residents. In my undergraduate and graduate studies, I focused on the interplay between economic, legal, and sociological forces that affect the built environment with an eye toward housing and the housing market. Throughout these studies and in my work experience, I have seen debtors pushed to the edge by unachievable house payments while working at the Department of Justice – Office of the Trustee and the various mechanisms used to reduce construction costs and ultimately rental rates while in Madison, Wisconsin, such as TIF, TID districts, LITC financing, and City Grants. I have also worked for a land use law firm in San Francisco, working through City entitlements. If appointed to the AHFC, I will strive to help alleviate the crisis by aiding co-council members to thoroughly vet developers and develop creative and collaborative solutions to help provide housing for all income levels.

## VINCENT A. MOITA

• Walnut Creek, CA •

### EDUCATION

**University of California, Hastings College of the Law, San Francisco, CA**

**2014 – 2018**

*Juris Doctor*

- Key Coursework: Real Estate Transactions, Business Associations, Bankruptcy, Contracts
- Student Leader of the Year & Rummel Scholarship Nominee 2016
- Outstanding Contributions to UC Hastings Award Winner 2016
- Treasurer, Association of Students of UC Hastings

**University of Wisconsin-Madison, Wisconsin School of Business, Madison, WI**

**2016 – 2018**

*Master of Business Administration*

- Specialization: Real Estate
- Recipient, Consortium for Graduate Study in Management Fellowship (CGSM)

**Brown University, Providence, RI**

**2010 – 2014**

*Bachelor of Arts*

- Major: Business, Organizations, & Entrepreneurship- *Business Economics*
- Key Coursework: Land Use and the Built Environment, Investments, Corporate Finance, Financial Accounting
- Varsity Wrestling, Four-Year Division I

### PROFESSIONAL EXPERIENCE

**JMI Properties Corporation, Clayton, CA (Family Business)**

**05/08 – Present**

*Real Estate Analyst – Light Industrial – Self Storage*

- Vetted potential acquisition and development sites in Northern California (Brentwood, Oakley, Fairfield, Concord, Walnut Creek)
- Drafted zoning memos, P&S agreements, option contracts, worked through entitlement process

**Hovde Properties, Madison, WI**

**05/17 – 10/17**

*MBA Real Estate Development Analyst*

- Ran due diligence on various development deals using various funding mechanisms (TIF, TID, City Grants)

**Department of Justice, Office of the Trustee, San Francisco, CA**

**01/16 – 04/16**

*Law Student Extern*

- Conducted legal research and writing on wide variety of bankruptcy code provisions, including but not limited to creditors rights
- Worked sensitive, high profile cases, with assets of over \$75 million

**Reuben, Junius, & Rose LLP, San Francisco, CA**

**05/15– 08/15**

*Summer Law Clerk*

- Drafted internal and client memos on Real Estate and Land Use topics, including the entitlement process, land annexation, and disclosure sales agreements daily, in addition to conducting legal research and writing on wide variety of real estate legal issues
- Aided in drafting condominium sale agreements for \$1B project, Salesforce Tower in San Francisco

**Tidewater Capital, San Francisco, CA**

**05/14 – 08/14**

*Real Estate Analyst*

- Supported oversight of interim use development construction project, with daily site visits tracking subcontractors progress
- Assisted Principal and VP manage \$120M portfolio, recommending strategic re-demise on self-storage assets to increase NOI

### LEADERSHIP ACTIVITIES AND INTERESTS

- Volunteer, Junior Achievement of Rhode Island – Active volunteer for 2<sup>nd</sup> and 7<sup>th</sup> grade youth over two year time period
- Volunteer Coach, High School Wrestling – at Alma Mater - De La Salle High School



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**CONTRA COSTA COUNTY**  
**Department of Conservation and Development**  
**Community Development Division**  
**30 Muir Road**  
**Martinez, CA 94553**  
**Telephone: 674-7205**      **Fax: 674-7257**

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DATE: September 9, 2019

TO: Internal Operations Committee

FROM: Kristen Lackey, Affordable Housing Program Manager *Kristen Lackey*

SUBJECT: Recommended Appointment and Re-appointment to the Affordable Housing Finance Committee

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The purpose of this memorandum is to forward the following recommendations subsequent to interviews conducted by staff and two volunteers from the Affordable Housing Finance Committee (AHFC) on August 27, 2019:

1. APPOINT Vincent Moita to the vacant County Representative 1 seat with an expiration date of June 30, 2020. Mr. Moita has an MBA with a specialization in real estate and juris doctor with coursework in real estate. Through internships and various summer jobs, Mr. Moita has gained experience in financial and legal aspects of real estate development.
2. RE-APPOINT Lisa Caronna to the Community Representative 3 seat with an expiration of June 30, 2022. Ms. Caronna has been an active member on the committee since 2013. As the Deputy City Manager for the City of Berkeley, Ms. Caronna was responsible for the Berkeley Housing Authority and affordable housing programs. Her professional and personal experience with affordable housing add perspective and insight to the committee's review of prospective projects.

There were four applicants: two were interviewed, one no longer resides in Contra Costa and the other candidate opted not to interview.

### **Background**

The Affordable Housing Finance Committee advises the Board of Supervisors on the annual allocation of approximately \$3 million in HOME Investment Partnership Act (HOME) and \$1.8 million in Community Development Block Grant (CDBG) funds for affordable housing development in Contra Costa County. These funds are allocated to the County on an annual basis by formula through the U.S. Department of Housing and Urban Development.

The Committee consists of nine members, including:

- three city representatives (one each from East, Central and West County)
- three county representatives; and
- three community representatives.

The three city representatives are nominated by the cities in each subregion of the County and approved by the Board of Supervisors. Nominations for county and community representatives are solicited by the Department of Conservation and Development. All county and community representative appointments are interviewed by staff with the assistance of volunteers from the AHFC and reviewed by the Internal Operations Committee (IOC) then referred to the Board of Supervisors for approval. AHFC terms are for three years. A current AHFC roster is attached.

### **Current Status of Appointments**

With the approval of the above recommendations, there will be two vacant seats on the committee, City Representative 2/West and City Representative 3/Central.

### **Attachments**

AHFC roster

Applications:

Lisa Caronna

Vincent Moita



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: September 24, 2019

Subject: Reclassify one Administrative Services Officer position and incumbent to Departmental Personnel Officer-Exempt

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22431 to reclassify one (1) full-time Administrative Services Officer (APDB) (unrepresented) position # 5997 at salary plan and grade B82 1692 (\$7,029-\$9,454) and its incumbent to Departmental Personnel Officer – Exempt (APG1) (unrepresented) at salary plan and grade B85 1876 (\$8,588-\$10,438) and place its incumbent at Step 5 of the salary range of the new classification in the Library Department.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual cost to the Library Fund of approximately \$7,364. No fiscal impact to the County general fund.

**BACKGROUND:**

On February 13, 2018, the Board of Supervisors approved Position Adjustment Request # 22227 to establish the countywide classification of Departmental Personnel Officer-Exempt and approved Ordinance 2018-03 to exempt the class from the merit system. This new classification was established to consolidate

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Samuel Treanor (925)  
608-7702

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

By: , Deputy

cc: Jeremy Treanor

### BACKGROUND: (CONT'D)

the various personnel management officers into a single classification. This action reclassifies the Library's Administrative Services Officer who has exclusively handled personnel and labor matters to this new Departmental Personnel Officer-Exempt classification.

Over the past several years, the duties of the Administrative Services Officer position have expanded to reach the highest level in scope of personnel management services provided to support Library operations. These duties include advising the County Librarian, Deputy County Librarians, and management staff on the full range of personnel, complex reassignment, labor relations, leave administration, performance improvement and nondiscrimination programs. This position is now a member of the Department's Executive Team and serves as the Department Appointing Authority.

The incumbent likewise takes ultimate responsibility for labor negotiations, including maintaining compliance with agreed upon policies and procedures, while coordinating with Labor Relations to put forth management's position on matters. In addition, the incumbent oversees department timekeeping and payroll processing ensuring coordination and adherence to County requirements as well as an ongoing substitute staffing program to make certain that temporary vacancies are filled in accordance with labor agreements. The incumbent supervises professional and support staff and is responsible for directing the full complement of personnel management activities of the department on a full-time basis.

The duties of the position have therefore grown beyond the Administrative Services Officer classification and the Departmental Personnel Officer – Exempt class is more appropriate for the position and its incumbent. The Public Works, Health Services, and Employment and Human Services Departments have DPOs and the Library's Administrative Services Officer assigned to personnel functions is performing duties commensurate to the DOP incumbents in other departments.

### CONSEQUENCE OF NEGATIVE ACTION:

If this position change is not approved, the incumbent and position will not be classified the same as other classifications with similar duties throughout the County and the incumbent will continue to perform required duties outside the current classification.

### ATTACHMENTS

P300 22431 ASO to DP Officer-Ex\_Library

# POSITION ADJUSTMENT REQUEST

NO. 22431  
DATE 10/12/2018

Department County Library

Department No./  
Budget Unit No. 0620 Org No. 3702 Agency No. 85

Action Requested: Reclassify one (1) full time 40/40 Administrative Services Officer (APDB) position no. 5997 and its incumbent to one (1) full-time Departmental Personnel Officer - Exempt (APG1) position.

Proposed Effective Date: 12/1/2018

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 \$8,463.00

Net County Cost \$0.00

Total this FY \$4,937.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Library Fund

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

Melinda S. Cervantes

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

## HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/28/2019

Reclassify one (1) full-time Administrative Services Officer (APDB) position 5997 and its incumbent to Departmental Personnel Officer – Exempt (APG1) and place its incumbent at Step 5.

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

Effective: ☐ Day following Board Action.

☒ 9/1/2019(Date)

Shelly Gough

8/28/2019

(for) Director of Human Resources

Date

## COUNTY ADMINISTRATOR RECOMMENDATION:

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

DATE 9/18/2019

/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 10/12/18

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: September 24, 2019

Subject: Add one Executive Secretary-Exempt position and cancel one Administrative Aide position in the Library

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22503 to add one (1) full-time Executive Secretary-Exempt (J3T5) (unrepresented) position at salary plan and grade B85 1445 (\$5,343 - \$5,890) and cancel one (1) Administrative Aide-Deep Class (AP7A) (unrepresented) at salary plan and grade B85 0972 (\$3,345 - \$5,189) position number 16808; incumbent position number 80788 will be appointed to Executive Secretary-Exempt (J3T5) in the Library Department.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual cost to the Library Fund of approximately \$25,871. No fiscal impact to the County general fund. This action is funded within the Library budget.

**BACKGROUND:**

The County Librarian has need of a position whose incumbent can perform highly confidential and sensitive administrative support tasks, in this instance an Executive Secretary-Exempt is highly preferred. An Administrative Aide-Deep Class has been providing secretarial support for the County Librarian currently. This Administrative Aide-Deep Class has also been developing and preparing the agenda and public notices of meetings for the Library Commission, serving as a liaison for the department heads, commission members, staff, public and other officials on a regular basis.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Samuel Treanor at (925)  
608-7702

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

By: , Deputy

cc: Samuel Treanor

BACKGROUND: (CONT'D)

The incumbent of the Administrative Aide position meets the minimum qualifications for Executive Secretary-Exempt, and as a classification exempt from the merit system, the County Librarian has the authority to make an appointment into the classification.

CONSEQUENCE OF NEGATIVE ACTION:

The Library will not have a position to handle the highly confidential and sensitive support tasks the County Librarian requires.

CHILDREN'S IMPACT STATEMENT:

No Impact.

ATTACHMENTS

P300 22503 Cxl Admin Aide & Add Exec Sec Exempt in Library

# POSITION ADJUSTMENT REQUEST

NO. 22503  
DATE 6/1/2019

Department County Library

Department No./  
Budget Unit No. 0620 Org No. 3702 Agency No. 85

Action Requested: Add one (1) full-time Executive Secretary-Exempt (J3T5) (unrepresented) position at salary plan and grade B85 1445; transition employee # 80788 from position #16808 to this new position; and cancel one (1) full-time Administrative Aide (AP7A) (unrepresented) position #16808 in the Library.

Proposed Effective Date: 6/1/2019

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 \$25,871.00

Net County Cost \$0.00

Total this FY \$2,156.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Library Fund

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

Melinda S. Cervantes

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

## HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/6/2019

Add one (1) full-time Executive Secretary-Exempt (J3T5) (unrepresented) position and cancel one (1) Administrative Aide-Deep Class (AP7A) (unrepresented) position #16808; incumbent in position number 80788 will be appointed to Executive Secretary-Exempt (J3T5)

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

Effective: ☒ Day following Board Action.

☐ \_\_\_\_ (Date)

Shelly Gough

9/6/2019

(for) Director of Human Resources

Date

## COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 9/18/2019

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

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 9/18/2019

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: September 24, 2019

Subject: Increase position hours of one Library Assistant-Advanced Level and add one Library Assistant-Journey Level position

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22504 to increase the hours of one (1) vacant Library Assistant-Advanced Level (3KTB) (represented) position no. 6082 at salary plan and grade QXX 1234 (\$4,322 - \$5,519) from 20/40 hours to 32/40 hours and add one (1) part-time 20/40 Library Assistant-Journey Level (3KVB) (represented) at salary plan and grade QXX 1030 (\$3,531-\$4,509) in the Library Department.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual cost to the Library Fund of approximately \$68,772. No fiscal impact to the County general fund.

**BACKGROUND:**

Bay Point library is one of the Library's outlets. In an effort to draw more patronage, the school district where the library is located has authorized additional hours, increasing the open hours from 18 hours per week to 34.5 hours per week, which includes Saturdays.

The Library needs additional staff to cover these new hours. It has made the determination

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Samuel Treanor at (925)  
608-7702

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

By: , Deputy

cc: Samuel Treanor

BACKGROUND: (CONT'D)

that increasing the hours of its currently vacant Library Assistant-Advanced Level position as well as adding a new Library Assistant-Journey Level position will allow the Library to meet its new staffing needs. The addition of hours to the Library Assistant-Advanced Level position is also anticipated to make it easier to fill, as the position has remained vacant since March 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this position change is not approved, the Library will continue to have difficulty recruiting for the Advanced Level position and keeping the Library open during the approved open hours.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P3oo 22504\_ Increase Hours of Lib Asst and add Lib Jrny position



# POSITION ADJUSTMENT REQUEST

NO. 22504  
DATE 8/1/2019

Department County Library

Department No./  
Budget Unit No. 0621 Org No. 3762 Agency No. 85

Action Requested: Increase one (1) 20/40 Library Assistant-Advanced Level (3KTB) position number 6082 to 32/40 Library Assistant-Advanced Level (3KTB). Add one (1) 20/40 Library Assistant-Journey Level (3KVB) position.

Proposed Effective Date: 7/1/2019

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 \$68,772.00

Net County Cost \$0.00

Total this FY \$63,041.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Library Fund

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

Melinda S. Cervantes

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

BR for JE

8/22/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/23/2019

Increase the hours of one (1) vacant (6082) Library Assistant-Advanced Level (3KTB) from 20/40 hours to 32/40 hours and add one (1) part-time 20/40 Library Assistant-Journey Level (3KVB).

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

Effective: ☐ Day following Board Action.

☒ 9/1/2019(Date)

Shelly Gough

8/23/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 9/18/2019

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

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 10/12/18

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: Robin Lipetzky, Public Defender  
Date: September 24, 2019

Subject: Establish the class of Deputy Public Defender-Fixed Term Project and add one full-time position

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment No. 22507 to establish the class of Deputy Public Defender-Fixed Term-Project (25W3) (represented); allocate on the salary schedule at salary plan and grade JDX 2197 (\$8,107-\$8,715) and add one (1) full-time Deputy Public Defender-Fixed Term-Project (25W3) (represented) position in the Office of the Public Defender.

**FISCAL IMPACT:**

Estimated total annual County cost is approximately \$141,075; total this fiscal year is approximately \$105,807. 100% funding source for this position is the Youthful Offender Block Grant/Juvenile Justice Crime Prevention Act (YOBG/JJCPA) state funding which is administered through the Contra Costa Probation Department.

**BACKGROUND:**

In 2001, the Juvenile Justice Crime Prevention Act (JJCPA) was created by passage of California's Crime Prevention Act of 2000 to provide a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk youth. Contra Costa County has historically used, and continues to use, this funding for programs that have been previously shown to have promising/positive outcomes including support for Deputy Probation Officers (DPOs)

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 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)

in high schools throughout the County, DPOs that work from local police departments, aftercare DPOs at Orin Allen Youth Rehabilitative Facility, and the provision of Functional Family Therapy.

The Youthful Offender Block Grant (YOBG) was enacted in 2007 as part of the state's decision to transfer to local Probation Departments the responsibility to care for youth who were no longer eligible to be committed to the state's Department of Juvenile Justice. Allocations from the YOBG are used to enhance the capacity of county probation, mental health, drug and alcohol, and other county departments to provide appropriate rehabilitative and supervision services to youthful offenders.

The Deputy Public Defender-Fixed Term Project position will provide holistic legal services to youth impacted by the juvenile justice system. The attorney selected for this position will act as the Public Defender's Juvenile Education Advocate/Re-entry Attorney and provide holistic, civil legal services to youth impacted by the juvenile justice system to improve their educational outcomes, decrease youth homelessness, increase access to medical and mental health care, and increase employment opportunities. This position will be funded by the YOBG/JJCPA which is administered through the Contra Costa Probation Department.

### CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the project could not proceed and juvenile clients of the Office of the Public Defender will not receive necessary education advocacy services and other holistic legal services.

### ATTACHMENTS

P300 22507

# POSITION ADJUSTMENT REQUEST

NO. 22507  
DATE 8/5/2019

Department Public Defender

Department No./  
Budget Unit No. 0243 Org No. 2917 Agency No. 043

Action Requested: ADOPT Position Adjustment No. 22507 to establish the class of Deputy Public Defender Fixed-Term - Project (represented) and add one (1) full-time Deputy Public Defender Fixed-Term -Project position at salary and grade JDX 2197 (\$8,107.78-\$8,715.98) (100% JJCPA/YOBG funding).

Proposed Effective Date: 10/1/2019

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	<u>\$141,075.00</u>	Net County Cost	<u>\$0.00</u>
Total this FY	<u>\$105,807.00</u>	N.C.C. this FY	<u>\$0.00</u>

SOURCE OF FUNDING TO OFFSET ADJUSTMENT YOBG/JJCPA

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

Joanne Sanchez-Rosa, ASO

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Paul Reyes

8/29/2019

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

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/16/2019

Establish the class of Deputy Public Defender-Fixed Term-Project (25W3) (represented) allocate on the salary schedule at salary plan and grade JDX 2197 (\$8,107-\$8,715 and add one (1) full-time Deputy Public Defender-Fixed Term-Project (25W3) (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

9/16/2019

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

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 9/18/2019

☒ 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 9/18/2019

No. xxxxxx

1. Project Positions Requested:  
Deputy Public Defender Fixed Term Project
2. Explain Specific Duties of Position(s)  
Represent youth impacted by the juvenile justice system in school expulsion proceedings, special education meetings, enrollment in school after release from juvenile hall, or Orin Allen Youth Rehabilitation Facility, AB12 Extended Foster Care proceedings, and in juvenile record sealing and vatacur proceedings.
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)  
The funding source is the Youthful Offender Block Grant/Juvenile Justice Crime Prevention Act (YOBG/JJCPA), administered through the Probation Department. The purpose of the project is to provide holistic legal services to youth impacted by the juvenile justice system.
4. Duration of the Project: Start Date 10/1/2019 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 continued funding from Probation Department through YOBG/JJCPA state funding.
5. Project Annual Cost
  - a. Salary & Benefits Costs: \$141,075.00
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \$141,075.00
  - d. Net cost to General or other fund: \$0.00
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 implicationsJuvenile clients will not receive necessary education advocacy services and other holistic legal services.
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  
4/1/2020  
  
JUSTIFICATION FOR 9.C2: This position requires unique skills and abilities. A non-County employee who has been providing juvenile justice services to our clients as a contractor is the most qualified candidate to assume this project position and carry out the duties while providing high levels of service.
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: Dianne Dinsmore, Human Resources Director  
Date: September 24, 2019

Subject: Transfer ADA Manager Allocation from Risk Management to Human Resources

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22512 to transfer position #16530 ADA Manager (AJGA) (unrepresented) from Risk Management (0150-1505) to Human Resources (0035-1305).

**FISCAL IMPACT:**

100% Benefit Administration Fees

**BACKGROUND:**

The Americans with Disabilities Act Manager (ADA Manager) is responsible for planning, organizing, and directing activities related to the County's Disability Management Program, including coordinating efforts to accommodate the needs of employees returning to work from various leaves of absence. The ADA Manager is also responsible for providing guidance and training to staff in County departments on the interactive process. This position was previously allocated to the Risk Management Department. However, the ACA and Leave Administrator position resides in Human Resources. The function of the ADA Manager is more closely aligned with the work in the Human Resources Department. As such, during the FY 2019/2020 budget planning process, the decision was made to transfer the position and function to Human Resources effective 7/1/2019. The position is currently vacant.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Dianne Dinsmore (925)  
335-1779

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

By: , Deputy

cc:



CONSEQUENCE OF NEGATIVE ACTION:

The County will not achieve the close collaboration between Leave Management and Disability Management necessary for an effective program in compliance with all applicable laws.

ATTACHMENTS

P300 #22512

# POSITION ADJUSTMENT REQUEST

NO. 22512  
DATE 9/10/2019

Department Human Resources

Department No./  
Budget Unit No. 0035 Org No. 1305 Agency No. 05

Action Requested: Transfer vacant position # 16530 ADA Manager (AJGA – B8) from Risk Management (0150-1505) to Human Resources (0035-1305).

Proposed Effective Date: 7/1/2019

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>\$144,438.00</u>	Net County Cost	<u>\$0.00</u>
Total this FY	<u>\$108,329.00</u>	N.C.C. this FY	<u>\$0.00</u>

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Benefit Admin Fees

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

Tina Pruett

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/28/2019

Transfer position # 16530 ADA Manager (AJGA) (unrepresented) from Risk Management (0150-1505) to Human Resources (0035-1305).

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

Effective: ☐ Day following Board Action.

☒ 7/1/2019 (Date)

Tina Pruett

9/10/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

9/18/19

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

L.Strobel

(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 10/12/18

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: September 24, 2019

Subject: Resolution No. 2019/577 Teamsters Local 856 - Additon of Section 54.2.L. Regarding Airport Overtime

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/577, approving a side letter agreement between Contra Costa County and Teamsters Local 856 regarding airport mandatory overtime by adding Section 54.2.L. Airport Safety Officer to the current Memorandum of Understanding (July 1, 2016 - June 30, 2022).

**FISCAL IMPACT:**

The Airport Enterprise Fund will fund 100% of the estimated \$5,200 annual cost.

**BACKGROUND:**

In order to comply with Federal Aviation Administration regulations (Title 14, Code of Federal Regulations (CFR), Part 139) the Airports Division must provide qualified personnel to maintain compliance at Buchanan Field. Part 139 mandates the Airports Division to perform daytime and nighttime airfield safety inspections in addition to aircraft rescue and firefighting emergency response duties. This Side Letter arises out of the Airports Division need to cover short-term and random staffing shortages related to unscheduled sick leave usage in order to comply with these Regulations. As a result, the County and Local 856 have

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Lisa Driscoll, County Finance  
Director (925) 335-1023

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

By: , Deputy

cc: Robert Campbell, Auditor-Controller, Dianne Dinsmore, Human Resources Director, Keith Freitas, Airports

#### BACKGROUND: (CONT'D)

>

agreed to the terms of the Side Letter attached, which adds Section 54.2.L. Airport Safety Officer, I, II, III, and IV of the MOU. In summary, the Side Letter allows airport management to mandate overtime for Airport Safety Officers (ASO) and in exchange, the ASOs will receive overtime paid at 1-1/2 times their base rate of pay and they will also be paid one additional hour for the mandatory overtime shift, in accordance with the specifics of the Side Letter. All other terms and conditions of the MOU between the County and Teamsters (July 1, 2016 - June 30, 2022) remain unchanged.

#### CONSEQUENCE OF NEGATIVE ACTION:

The Airports would not be able to mandate overtime for Airport Safety Officers.

#### ATTACHMENTS

Resolution 2019/577

Side Letter - Teamsters Local 856

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

Adopted this Resolution on 09/24/2019 by the following vote:

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



**Resolution No. 2019/577**

**In The Matter Of:** Approving the Side Letter between Contra Costa County and Teamsters, Local 856 providing for mandatory overtime at the Airports

The Contra Costa County Board of Supervisors acting in its capacity as Governing Board of the County of Contra Costa and all districts of which it is the ex-officio governing Board **RESOLVES THAT:**

Effective the first of the month following approval by the Board of Supervisors, the attached Side Letter of Agreement dated September 18, 2019 between the County of Contra Costa and Teamsters, Local 856 be **ADOPTED**.

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: Lisa Driscoll, County Finance Director (925)  
335-1023**

**ATTESTED: September 24, 2019**

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

By: , Deputy

**cc:** Robert Campbell, Auditor-Controller, Dianne Dinsmore, Human Resources Director, Keith Freitas, Airports

## **SIDE LETTER AGREEMENT**

### **Mandatory Shift Coverage for Airport Safety Officers I, II, III and IV**

This Side Letter is by and between the County of Contra Costa ("County") and, Teamsters, Local 856 ("Teamsters") and is effective the first of the month following approval by the Board of Supervisors.

Airport management may require employees in the classifications of Airport Safety Officer I, II, III, and IV to work overtime hours in order to maintain minimum staffing levels, to address safety-related issues, or to address security-related issues and events in accordance with 54.2.L.2. below. This Side Letter amends **Section 54.2 – General Services and Maintenance Unit** of the MOU to set forth the rules for mandatory overtime as stated below.

#### **54.2 General Services and Maintenance Unit**

##### **L. Airport Safety Officer, I, II, III, and IV.**

1. Employees who volunteer to fill vacant shifts will be eligible for overtime in accordance with Section 7.1 of the MOU.
2. Mandatory overtime may be required to meet Federal Aviation Administration (FAA) regulations, in Title 14, Code of Federal Regulations (CFR), Part 139, as outlined in the Buchanan Field Airport Certification Manual, including but not limited to, mandatory overtime coverage at Buchanan Field to complete the Airport Self-Inspection Program and fulfill the FAA's airport index Aircraft Rescue Fire Fighting requirements. Mandatory overtime will be assigned by airport management to qualified employees in the following manner:
  - a. If no employee volunteers to fill the vacant shift, mandatory overtime will be used to fill the vacant shift. Airport management shall contact employees that are off-duty to fill the shift in order of reverse seniority (starting with the employee with the least seniority in the Airport Safety Officer classification series).
  - b. If no off-duty employee is able to work the vacant shift, then the on-duty employee with the least seniority at the time of notification will be mandated to fill the vacant shift.
  - c. Employees who do not comply with a request to work a mandatory overtime assignment may be subject to disciplinary action.



- d. Section 7.1 of this MOU is modified for Airport Safety Officers I (9BWC), II (9BVC), III (9BTB), and IV (9BNB) who work mandatory overtime as follows:
- i. Airport Safety Officers mandated to work overtime pursuant to L.2. above will be paid at one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials) for any mandatory overtime hours worked in excess of forty (40) hours per week or in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours.
  - ii. For mandatory overtime only, hours worked for the purposes of calculating forty (40) hours per week, eight (8) hours per day, and daily number of scheduled hours includes hours paid. Hours paid does not include absence without pay or time off taken with less than 24-hours advanced notice. In these instances, mandatory overtime will be paid as Straight Time Pay in accordance with Section 7.3 of the MOU, unless and until an employee's hours while working mandatory overtime exceed forty (40) hours per week or eight (8) hours per day and exceed the employee's daily number of scheduled hours.
  - iii. Any special differentials that are applicable during mandatory overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.
- e. Mandatory Overtime Pay: In addition to the foregoing, Airport Safety Officers mandated to work overtime pursuant to L.2. above will also be paid one additional hour for the mandatory overtime shift at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials).

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This Side Letter will remain in effect for the term of the current Memorandum of Understanding ("MOU") between the County and Teamsters (July 1, 2016 – June 30, 2022). The terms of the Side Letter will be incorporated into the successor MOU unless otherwise negotiated by the parties. All other terms and conditions of the current MOU between Contra Costa County and Teamsters remain unchanged by this Side Letter.

TEAMSTERS, LOCAL 856:

Contra Costa County:

\_\_\_\_\_  
Steven Callahan

\_\_\_\_\_  
Andony Majano Ramos

\_\_\_\_\_  
Shanna Edwards

\_\_\_\_\_  
Michael Vitalich

\_\_\_\_\_  
Hrag Barsoumian

\_\_\_\_\_  
Bikramjit Bhullar

\_\_\_\_\_  
DeWayne Herman

\_\_\_\_\_  
Leon Pennyman

\_\_\_\_\_  
Richie Aridazola

\_\_\_\_\_  
Mohammed Tucker

\_\_\_\_\_  
9.18.19  
Date

\_\_\_\_\_  
9/18/19  
Date



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: September 24, 2019

Subject: Reassign Four Vacant Positions from Workforce Services to Aging and Adult Services in EHSD

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22518 to reassign four (4) vacant Social Worker (X0VC) positions (represented), numbers 4059, 4372, 5071, and 15844, from the Workforce Services Bureau (Department 0504) to the Aging and Adult Services Bureau (Department 0503) in the Employment and Human Services Department.

**FISCAL IMPACT:**

Upon approval, this action will have no additional cost. Funding is 90% Federal, and 10% State. An appropriation adjustment will be submitted to move existing funding from Workforce Services to Aging and Adult.

**BACKGROUND:**

Employment and Human Services (EHSD) entered an Interdepartmental Services Agreement with Contra Costa County's Health Services Department to collaborate in the staffing the In Home Support Services and Whole Person Care CommunityConnect Pilot Program. This agreement has been updated to account for funding these four Social Worker positions. All four positions are currently vacant.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Bao Tran (925)  
608-5027

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

By: , Deputy

cc: Dianne Dinsmore, Human Resources Director

#### BACKGROUND: (CONT'D)

>

The overall goal of the program is to increase coordination of health, behavioral health, and social services for Medi-Cal recipients who are at high risk of utilizing high acuity medical services across multiple delivery systems. The program integrates physical health, behavioral health, and social services in a patient-centered manner in order to improve the health and well-being of this vulnerable population.

#### CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, EHSD will not be able to provide the requisite staff needed to participate in this program, and CCHS will be forced to explore other alternatives for social service case management and care coordination potentially risking successful social services for Medi-Cal recipients.

#### ATTACHMENTS

P300 No. 22518

# POSITION ADJUSTMENT REQUEST

NO. 22518  
DATE 9/9/2019

Department Employment and Human Services

Department No./  
Budget Unit No. 0503 Org No. 5311 Agency No. \_\_\_\_

Action Requested: Reassign four (4) Social Worker (XOVC) positions no. 4059, 4372, 5071, and 15844 (represented) from Department 0504 (Workforce Services Bureau) to Department 0503 (Aging and Adult Services Bureau) Employment and Human Services Department.

Proposed Effective Date: 9/18/2019

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 \$0.00

Net County Cost \$0.00

Total this FY \$0.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 90% Federal, 10% State, 0% County

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

Bao Tran 608-5027

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julia Taylor

9/18/2019

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

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/19/2019

Reassign four (4) positions #s 4059, 4372, 5071, and 15844 Social Worker (XOVC) (represented) positions from Department 0504 (Workforce Services) to 0503 (Aging and Adult Services Bureau)

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

9/19/2019

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

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 9/19/2019

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

Lisa Driscoll

\_\_\_\_\_  
(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 9/19/2019

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: September 24, 2019

Subject: APPROVE a lease for a portion of County-owned property at 2047 Arnold Industrial Way, Concord to Berkeley Food and Housing Project

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease for approximately 2,400 square feet of space at the County-owned building at 2047 Arnold Industrial Way, Suite A in Concord for the Berkeley Food and Housing Project, at an initial annual rate of \$16,584 for the first year with annual increases for the period July 1, 2019 through June 30, 2021.

**FISCAL IMPACT:**

100% General Fund. Berkeley Food and Housing Project will pay rent to the County at the initial annual rate of \$16,584 for the first year with annual increases thereafter.

**BACKGROUND:**

Simultaneous with entering into this lease, the County, through its Health

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Julin Perez, 925.  
957-2460

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

By: , Deputy

cc:



#### BACKGROUND: (CONT'D)

Services Department, and Berkeley Food and Housing Project (Tenant) are entering into a service contract under which Tenant will operate the County-coordinated, Outreach, Referral and Assessment Center and Warming Center for homeless support from this County-owned Concord location. The term of the service contract coincides with the term of the lease. Initially, both extend from July 1, 2019, to June 30, 2021. If the service contract is renewed, the lease will be extended. If the service contract terminates for any reason, the lease will terminate upon the earlier to occur of (i) its termination date, and (ii) sixty days after the termination of the service contract.

#### CONSEQUENCE OF NEGATIVE ACTION:

If the lease is not approved, the County will not be able to implement the contract between the County and the Tenant under which the Tenant is to operate the County-coordinated, Outreach, Referral and Assessment Center and Warming Center for homeless support from the proposed site.

#### ATTACHMENTS

Lease

## **LEASE**

2047 Arnold Industrial Way, Suite A  
Concord, California

This lease is dated July 1, 2019 (the “**Effective Date**”) and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”) and BERKELEY FOOD AND HOUSING PROJECT, a private non-profit California corporation (“**Lessee**”).

### **Recitals**

- A. The County is the owner of the property located at 2047 Arnold Industrial Way, Concord, California (the “**Property**”). The Property has been improved with a building (the “**Building**”) and a parking lot. Lessee desires to lease that portion of the Building known as Suite A, which consists of approximately 2,400 square feet of rentable space (the “**Premises**”), and to have non-exclusive use of 5 parking stalls on the Property.
- B. The County and Lessee are parties to a contract dated July 1, 2019, under which the Lessee will operate the County Coordinated, Outreach, Referral and Assessment Center and Warming Center for homeless support at the Premises (the “**Service Contract**”), a copy of which is attached as Exhibit A.
- C. The parties desire that Lessee lease the Premises from the County only while the Service Contract is in effect.

The parties therefore agree as follows:

### **Agreement**

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, the County hereby leases to the Lessee and the Lessee hereby leases from the County, the Premises, subject to all easements and encumbrances of record.
- 2. Term. The “**Term**” of this lease is two years, commencing July 1, 2019 and continuing through June 30, 2021. If the then-current Service Contract is renewed for another two years, this lease may be renewed for additional two two-year period (each such renewal, a “**Renewal Term**”) upon (i) the mutual consent of the parties, and (ii) the County’s receipt of a renewal notice from Lessee at least sixty days prior to the end of the Term. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.
- 3. Early Termination. If the Service Contract is terminated for any reason, the Term of this lease will end upon the earlier to occur of (i) the expiration of the Initial Term or the Renewal Term, as applicable, and (ii) ten days after the termination of the Service Contract.

4. Rent. Each month during the Term, Lessee shall pay rent to the County in the amounts set forth below, without offset or demand on or before the first day of each month; provided, however, monthly Rent for July 2019, August 2019 and September 2019 is due not later than (i) ten days after this lease is fully executed, or (ii) October 1, 2019, whichever occurs earlier.

a. Initial Term.

\$1,382.00 per month commencing July 1, 2019 and ending June 30, 2020.

\$1,423.00 per month commencing July 1, 2020 and ending June 30, 2021.

b. First Renewal Term.

\$1,466.00 per month commencing July 1, 2021 and ending June 30, 2022.

\$1,510.00 per month commencing July 1, 2022 and ending June 30, 2023.

c. Second Renewal Term.

\$1,555.00 per month commencing July 1, 2023 and ending June 30, 2024.

\$1,602.00 per month commencing July 1, 2024 and ending June 30, 2025.

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.

5. Additional Payment Terms.

- a. Late Rental Payments: In the event Lessee fails to pay County any amount due under this lease within five (5) days after such amount is due, Lessee shall pay to County a late charge of One Hundred and No/100 Dollars (\$100) per occurrence (the "**Late Charge**"), plus interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month, from the date the payment was due and payable until paid in full. Lessee shall pay all Late Charges as additional rent on or before the date the next installment of rent is due. County and Lessee hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix County's actual damage from any late payments and, thus, that Lessee shall pay as liquidated damages to County the Late Charge specified in this Section, which is the result of the parties' reasonable endeavor to estimate fair average compensation for the late payment (other than attorneys' fees and costs). County's acceptance of the Late Charge as liquidated damages does not constitute a waiver of Lessee's default with respect to the overdue amount or prevent County from exercising any of the rights and remedies available to County under this lease.

- b. Form and Place of Payment: Lessee shall pay all rents and fees in cash or by personal check, certified check, or money order, payable to the County of Contra Costa, by delivering same on or before due date to Contra Costa County, Public Works Department – Real Estate Division, 255 Glacier Drive, Martinez, California 94553, or at such other place as County may designate from time to time.

- c. Returned Checks: If a check written by Lessee is returned for insufficient funds, County may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. County may require Lessee to pay rent by certified check or money order if Lessee's bank or banks have returned one or more personal checks within the preceding twelve (12) month period.
  - d. Definition of Rent: "**Rent**" means all amounts due from Lessee to County under this lease.
6. Use. Except as otherwise provided herein, the Premises may be used by the Lessee only to operate the County Coordinated, Outreach, Referral and Assessment Center and Warming Center for homeless support.

Lessee may not use the Premises for any other purpose without the prior written consent of the County. Any use of the Premises other than as described herein without the County's prior written consent is a default of this lease.

7. Utility Obligations. County is responsible for the cost of all utilities provided to the Premises, including gas, electricity, water, pest control, sewer, and security alarm services. Lessee shall pay one hundred percent (100%) of all other services provided to the Premises, including but not limited to, telephone, refuse collection and janitorial services.
8. Condition of Premises. Lessee is leasing the Premises in an "as is" physical condition with no warranty, express or implied, on the part of the County as to the condition of the improvements, the condition of the soil or the geology of the soil.
9. Maintenance and Repairs.
- a. Structures and Grounds. Except as provided herein, Lessee shall, at its sole cost and expense throughout the Term of this lease, maintain the non-structural portions of the interior of the Premises in the same condition as existed at the commencement of this Lease. All maintenance, repairs, and replacements must be of a quality substantially equal to the original material and workmanship. The Director of Public Works, or his or her designee, is the sole judge of the quality of maintenance.

County shall maintain the exterior of the Building in good condition and shall repaint or treat as often as reasonably required in the sole discretion of the County. Lessee may not paint, or change the color of, the exterior of the Building.

Upon written notice by the County, Lessee shall perform whatever reasonable maintenance the County deems reasonably necessary and which is Lessee's responsibility hereunder. If said maintenance is not undertaken by Lessee within thirty (30) days after receipt of written notice, the County has the right to enter upon the Premises and perform such necessary maintenance, the total cost of which shall be

reimbursed by Lessee to the County as additional rent, without offset, upon Lessee's receipt of the County's request for reimbursement.

- b. County shall provide or cause to be provided adequate enclosures, screened areas and/or suitable covered metal receptacles on the Property for the short-term accumulation and storage of solid waste, such as rubbish, trash, and garbage. Such enclosures and/or screened areas must be designed in such a way as to prevent, to the extent possible, odors, fumes, attraction of pests and dispersal of wastes due to wind or water runoff and must be serviced regularly by qualified waste removal and disposal services.
  - c. Utilities. The County shall repair and maintain the interior electrical, lighting, water and plumbing systems in good order, condition and repair; provided, however, if such systems are damaged as a result of Lessee's abuse, vandalism, or negligence, then the cost of the repair will be borne by Lessee and will be reimbursed to the County as additional rent, without offset, upon Lessee's receipt of the County's request for reimbursement.
  - d. HVAC. County shall maintain and repair the heating, ventilating, and cooling (HVAC) systems, including the air conditioning system if the County elects to install an air conditioning system to serve the Premises. County shall furnish HVAC to the Premises, twenty-four (24) hours per day, seven days per week, three hundred sixty-five (365) days per year.
  - e. Parking; Exterior Lighting. The County shall maintain the parking lot and exterior lighting system in good order, condition and repair.
  - f. Fire Extinguishers. The County is providing fire extinguishers for the Premises in accordance with the direction received from the fire marshal. County shall maintain, repair, and replace the fire extinguishers.
  - g. Code Violations. The County is responsible for correcting any building code violations that may exist in the Premises, provided the County is not responsible for correcting building code violations that arise out of a change in Lessee's use or occupancy of the Premises.
10. Covenant against Liens. Lessee may not permit any mechanic's, material man's, or other lien against the Premises, or the property of which the Premises forms a part, in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien is filed against the Premises, or property of which the Premises forms a part, Lessee will cause the lien to be discharged.
11. Taxes. Lessee agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, license fees, and other charges that are levied and assessed upon Lessee's interest in the Premises, or upon Lessee's personal property installed or located in or on the Premises, by Contra Costa County or other legally authorized government authority. Lessee may pay any taxes and assessments under protest, without

liability, cost or expense to the County, to contest the amount in good faith. However, Lessee is not responsible for federal or state income or any real property taxes and assessments arising from county (i) failure to timely pay any such taxes and assessments or (ii) misconduct.

Payment of taxes, assessments, license fees, or other charges levied and assessed upon Lessee's interest, (i) does not reduce the Rent due to the County under this lease, and (ii) is the liability of the Lessee.

12. Quiet Enjoyment. Provided the Lessee is in compliance with the terms of this lease, the County covenants that the Lessee will peaceably and quietly have, hold, and enjoy the Premises during the Term.
13. Improvements. The County intends to make improvements to the Building. The County will use reasonable efforts to prevent the construction of the improvements from interfering with Lessee's use of the Premises.
14. Assignment and Sublease. Lessee may not assign this lease or sublease the Premises or any part thereof at any time during the Term.
15. Alterations and Additions. Lessee may not make any alterations, erect any additional structures, or make any improvements on the Premises without the prior written consent of the Director of Public Works or his or her designee. In the event Lessee makes alterations or constructs additions that violate the conditions contained in this lease (an "**Unauthorized Addition**"), at the County's sole discretion, Lessee shall remove any Unauthorized Addition at Lessee's sole cost and expense. If Lessee is required to remove any Unauthorized Addition, Lessee, at its sole cost and expense, shall restore the Premises to the conditions existing immediately prior to the existence of the Unauthorized Addition. If Lessee is not required to remove any Unauthorized Addition, such Unauthorized Additions shall remain on and be surrendered with the Premises on expiration or termination of this lease.

If Lessee wishes to make any alterations, erect any additional structures, or make any additional improvements to the Premises as provided in this Section, Lessee may not commence construction until Lessee has the prior written consent of the County. In addition, a Notice of Lessor Non-Responsibility must be posted and recorded by Lessee during construction in accordance with Civil Code Section 3094. Lessee shall mail a copy of such Notice of Lessor Non-Responsibility to Lessor upon filing it with the County Recorder.

16. Insurance.
  - a. Liability Insurance. Throughout the Term, the Lessee shall maintain in full force and effect, at its sole expense, a comprehensive general liability or commercial general liability insurance program covering bodily injury (including death), personal injury, and property damage. The limits must be not less than one million dollars per occurrence and two million dollars aggregate. The policy must name the County, its officers, agents

and employees, individually and collectively, as additional insureds. The liability insurance maintained by the Lessee must be primary.

- b. Property Insurance. The County will maintain property insurance coverage on its real property. The Lessee has no interest in the proceeds of insurance on the County's real property, improvements, equipment, or fixtures. The Lessee shall sign all documents necessary or proper in connection with the settlement of any claim or loss by the County. The Lessee shall maintain in full force and effect, at its sole expense, a standard All Risk policy, which may exclude earthquake and flood, to insure its own personal property, contents, improvements and betterments within or on the Premises. The coverage must be for not less than 90% of the actual cash value of the personal property. The Lessee shall name the County as an additional insured and loss payee with respect to the improvements and betterments.
  - c. Worker's Compensation and Employer's Liability Insurance. The Lessee shall maintain in full force and effect, at its sole expense, (i) statutory California Workers' Compensation coverage including a broad form all-states endorsement, and (ii) employer's liability coverage for not less than one million dollars per occurrence for all employees engaged in services or operations at the Premises.
  - d. Evidence of Insurance. Within thirty days of execution of this lease, the Lessee shall provide to the County, on a form approved by the County, an original copy of a Certificate of Insurance. The Certificate of Insurance must certify that the coverage required by this lease has been obtained and remains in force for the period required by this lease.
  - e. Notice of Cancellation or Reduction of Coverage. The Lessee shall cause all policies it is required to obtain under the terms of this lease to contain a provision that the County is to receive written notification of any cancellation or reduction in coverage at least thirty days prior to the effective date of such cancellation or reduction. Any such notification is to be sent to the County in accordance with Section 24 - Notices.
  - f. Waiver of Subrogation. Except as may be specifically provided elsewhere in this lease, the County and the Lessee hereby each mutually waive any and all rights of recovery from the other in the event of damage to the Premises or any personal property that is caused by acts of God, perils of fire, lightning, and the extended coverage perils, as defined in insurance policies and forms approved for use in the State of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with this waiver.
17. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, the Lessee shall peaceably and quietly leave and surrender to the County the Premises, along with their appurtenances and fixtures, all in in the same condition as existed at the commencement of this lease, ordinary wear and tear, damage by casualty, acts of God and circumstances over which the Lessee has no control excepted.



18. Abandonment. The Lessee may not vacate or abandon the Premises at any time during the Term. If the Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, the County may deem any personal property belonging to the Lessee that remains on the Premises to be abandoned.
19. Waste, Nuisance. The Lessee may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the neighborhood in which the Premises is located.
20. Inspection. The County may enter the Premises at any time in an emergency and with 24-hours' notice in a non-emergency to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) the Lessee is in compliance with the terms and conditions of this lease.
21. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause, the County may, at its option, make repairs within a reasonable time. Partial destruction does not void this lease, except that the Lessee is entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent is to be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by the Lessee and the denominator of which is the total number of square feet in the Premises.

If the County does not elect to make repairs, or if (i) partial destruction occurs in the last twelve (12) months of the Term, and (ii) the repairs or restoration cannot be completed within one hundred eighty (180) days following the date of the partial destruction, then this lease may be terminated by either party upon thirty (30) days' written notice, without cost, obligation or liability to the other party, except as described herein, provided the Service Contract is terminated simultaneously.

This lease will terminate in the event of a total destruction of the Premises.

22. Indemnification. The Lessee shall indemnify, defend and hold County, its officers, agents and employees harmless from any and all claims, costs and liability, for any damage, injury or death, including without limitation, all consequential damages from any cause whatsoever, to any person or the property of any person arising directly or indirectly from or connected with this lease, the Lessee's operations, or the Lessee's use or possession of the Premises, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County, its officers or employees, and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, County may make by reason of such matters.

23. Default and Remedies.

- a. The occurrence of any of the following events is a default under this lease:
- i. The Lessee's failure to pay rent in accordance with Section 4 of this lease.
  - ii. The Lessee's failure to comply with any other material term or provision of this lease if such failure is not remedied within thirty (30) days after receipt of a written notice from the County to the Lessee specifying the nature of the breach in reasonably sufficient detail (a "**Notice of Default**").
    1. If the required cure of the noticed failure cannot be completed within thirty (30) days, the failure to cure will not be deemed to be a default of this lease if the Lessee has attempted to cure the failure within the thirty-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible. In no event will the cure period extend beyond the sixty-day period after Lessee's receipt of the Notice of Default.
    2. Notwithstanding the foregoing, the issuance of a third Notice of Default in any twelve-month period that relates to the same, or substantially similar, Lessee failure is a default that is not subject to a cure period.
- b. Upon the occurrence of a default by the Lessee, the County may reenter and repossess the Premises and remove all persons and property from the Premises, after giving the Lessee written Notice of Default and in accordance with due process of law.

24. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor:                      Berkeley Food and Housing Project  
   1901 Fairview St.  
   Berkeley, CA 94703  
   Attn: Maurice Lee

To County:                      Contra Costa County  
   Public Works Department  
   Attn: Principal Real Property Agent  
   255 Glacier Drive  
   Martinez, CA 94553

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

25. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
26. Holding Over. If Lessee remains in possession of the Premises after the expiration of the Term, such holding over does not constitute a renewal or extension of this lease, but will be construed to be a tenancy from month to month on the same terms and conditions set forth in this lease, except that the monthly rent due and payable hereunder will be 125 % of the rent payable as of the last month of the Term.
27. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
28. Governing Law. The laws of the State of California govern all matters arising out of this lease.
29. Severability. If any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]

30. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease on the date set forth in the introductory paragraph.

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

BERKELEY FOOD AND HOUSING PROJECT,  
a private non-profit California Corporation

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

By: \_\_\_\_\_  
Kajsa Minor  
Board President

By: \_\_\_\_\_  
George Fruehan,  
Board Secretary

**RECOMMENDED FOR APPROVAL:**

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

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

**APPROVED AS TO FORM**  
SHARON L. ANDERSON, COUNTY COUNSEL

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Grant Agreement #28-658-3 with the State of California, Office of Traffic Safety

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #28-658-3 (State Grant #OP20008) with the State of California, Office of Traffic Safety, to pay the County an amount not to exceed \$84,000, for child passenger safety information and education to clients of the Public Health Nursing Home Visiting Program, for the period from October 1, 2019 through September 30, 2020.

**FISCAL IMPACT:**

Approval of this Agreement will result in \$84,000 of State funding. No County match is required.

**BACKGROUND:**

This Project will provide child passenger safety information and education to Contra Costa County's low income clients of the Public Health Division's Nursing Home Visiting Program. The Nursing Home Visiting Program will provide child safety seat distribution and education as part of a home visit. The program goals are to increase child safety seat use and decrease misuse in an effort to reduce child injuries and fatalities resulting from motor vehicle

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Dan Peddycord,  
925-313-6712

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

By: , Deputy

cc: L Walker, M Wilhelm

**BACKGROUND: (CONT'D)**

collisions. The program will also provide child passenger safety basic awareness training and technician certification for selected Public Health Division staff.

On September 18, 2018, the Board of Supervisors approved Grant Agreement #28-658-2 with the State of California, Office of Traffic Safety to allow County to receive funds to provide child passenger safety information and education, for the period October 1, 2018 through September 30, 2019.

Approval of Grant Agreement #28-658-3 will allow the County to receive funds to provide child passenger safety information and education, through September 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the Public Health Division will not be able to provide child passenger safety information in effort to reduce children killed or injured in traffic collisions.

**CHILDREN'S IMPACT STATEMENT:**

This program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in child safety seat usage and reduction in child deaths and injuries in traffic collisions.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Diana Becton, District Attorney  
Date: September 24, 2019

Subject: Unserved/Underserved Victim Advocacy and Outreach (UV) Program Grant Award for the period October 1, 2019 through September 30, 2020

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/569 approving and authorizing the District Attorney, or designee, to submit an application and execute a grant award agreement, including any extensions or amendments thereof, pursuant to State guidelines, with the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch, in an amount not to exceed \$ 218,750, for funding of the Unserved/Underserved Victim Advocacy and Outreach (UV) Program for the period October 1, 2019 through September 30, 2020.

**FISCAL IMPACT:**

The District Attorney will receive up to \$218,750 to fund victim advocacy staff to provide better services to underserved populations in targeted areas. The funding requires a 25% match, which will be met with in-kind services.

**BACKGROUND:**

The Unserved/Underserved Victim Advocacy and Outreach (UV) Program is supported by Victims of Crime Act (VOCA) Victim Assistance and is authorized by the Victims of Crime Act of 1984 (42 U.S.C. 10603(a) and (b)).

The primary goal of the program is to enhance the safety of unserved/underserved victims populations

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☒ 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: September 24, 2019

Contact: Jason Chan, (925)  
957-2234

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

in California by establishing victim advocacy programs solely dedicated to the unserved/underserved population, coordinate direct services in an enhanced response to victimization of specific crime populations among locally involved agencies and implement an outreach awareness program to the specific population determined as unserved/underserved. This grant will fund services to the designated unserved/underserved victim population.

CONSEQUENCE OF NEGATIVE ACTION:

The District Attorney will be unable to apply for and accept the grant.

ATTACHMENTS

Resolution 2019/569

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

Adopted this Resolution on 09/24/2019 by the following vote:

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



**Resolution No. 2019/569**

IN THE MATTER OF Unserved/Underserved Victim Advocacy and Outreach (UV) Program Grant Award for the period October 1, 2019 through September 30, 2020

WHEREAS, the Board of Supervisors, Contra Costa County, desires to undertake a certain project designated as the Unserved/Underserved Victim Advocacy and Outreach (UV) Program to be funded in part from funds made available under the authority of the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch.

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of the County of Contra Costa is authorized to execute, on behalf of the Board of Supervisors, the Grant Award Agreement, including any extensions or amendments therof.

BE IT FURTHER RESOLVED, that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

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: Jason Chan, (925) 957-2234**

**ATTESTED: September 24, 2019**

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

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Agreement #29-604-4 with the City of Walnut Creek

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #29-604-4 with the City of Walnut Creek, which includes agreeing to indemnify the City, to pay the County an amount not to exceed \$17,000 for the operation of the Coordinated Outreach, Referral and Engagement (CORE) Program to provide homeless outreach services, for the period from July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

Approval of this agreement will allow the County to receive an amount not to exceed \$17,000 (\$5,000 Community Development Block Grant (CDBG) and \$12,000 Community Service Grant (CSG) funds) from the City of Walnut Creek to provide homeless outreach services to individuals year-round. No additional County funds are required.

**BACKGROUND:**

The CORE Program will serve as an entry point into the Coordinated Entry System and identify, engage, stabilize and house chronically homeless individuals and families. Core teams will contact a minimum of 1,000 homeless

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Lavonna Martin,  
925-608-6701

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

individuals to provide basic needs supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to homeless care center.

On September 18, 2018, the Board of Supervisors approved Grant Agreement #29-604-3 with the City of Walnut Creek to receive CDBG and CSG funds for the operations of CORE Program, from July 1, 2018 through June 30, 2019.

Approval of Agreement #29-604-4 will allow County to continue to receive CDBG and CSG funds to provide outreach services through June 30, 2020. This Agreement includes agreeing to indemnify and hold harmless the City for claims arising out of County's performance under this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Agreement #29-817-2 with the City of Walnut Creek

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #29-817-2 with the City of Walnut Creek, including agreeing to indemnify the City, to pay the County an amount not to exceed \$88,472 for the Coordinated Outreach, Referral and Engagement (CORE) Program to provide homeless outreach services, for the period from July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

Approval of this agreement will allow the County to receive an amount not to exceed \$88,472 from the City of Walnut Creek. No County match is required.

**BACKGROUND:**

The CORE Program services locate and engage homeless clients throughout Contra Costa County. CORE teams serve as an entry point into the County's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families.

On September 18, 2018, the Board of Supervisors approved Agreement #29-817-1 to receive funds

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Lavonna Martin,  
925-608-6701

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

from the City of Walnut Creek for the provision of the CORE Program, for the period from July 1, 2018 through June 30, 2019.

Approval of Agreement #29-817-2 will allow County to receive funds for homeless outreach services through June 30, 2020. This Agreement includes agreeing to indemnify and hold harmless the Contractor for claims arising out of County's performance under this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.

ATTACHMENTS



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Diana Becton, District Attorney  
Date: September 24, 2019

Subject: Human Trafficking Advocacy (HA) Program Grant Award for the Period January 1, 2020 through December 31, 2020

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/570 approving and authorizing the District Attorney, or designee, to submit an application and execute a grant award agreement, including any extensions or amendments thereof, pursuant to State guidelines, with the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch, in an amount not to exceed \$150,000, for funding of the Human Trafficking Advocacy (HA) Program for the period January 1, 2020 through December 31, 2020.

**FISCAL IMPACT:**

The District Attorney will receive up to \$150,000 to fund human trafficking advocacy efforts. This funding requires a 25% match, which will be met with in-kind services.

**BACKGROUND:**

The District Attorney is seeking to apply for grant funds that will focus on identifying and assisting victims of human trafficking. If the grant is approved, the District Attorney will continue to employ a victim advocate to provide critically important services to victims of sex trafficking and labor trafficking in Contra Costa County. Additionally, the advocate would work collaboratively with law enforcement, community organizations and the county human trafficking coalition to increase awareness about human trafficking and provide training and outreach to the community.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☒ 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: September 24, 2019

Contact: Jason Chan, (925)  
957-2234

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

By: , Deputy

cc:



CONSEQUENCE OF NEGATIVE ACTION:

The District Attorney will be unable to apply for and accept the grant.

ATTACHMENTS

Resolution 2019/570

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

Adopted this Resolution on 09/24/2019 by the following vote:

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



**Resolution No. 2019/570**

IN THE MATTER OF Human Trafficking Advocacy (HA) Advocacy Program Grant Award for the period January 1, 2020 through December 31, 2020.

WHEREAS the Board of Supervisors, Contra Costa County, desires to undertake a certain project designated as the Human Trafficking Advocacy Program to be funded in part from funds made available under the authority of the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch.

NOW THEREFORE BE IT RESOLVED that the District Attorney of the County of Contra Costa is authorized to execute, on behalf of the Board of Supervisors, the Grant Award Agreement, including any extensions or amendments thereof.

BE IT FURTHER RESOLVED, that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

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: Jason Chan, (925) 957-2234**

**ATTESTED: September 24, 2019**

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

By: , Deputy

**cc:**



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Interagency Agreement #29-507-19 with West Contra Costa Unified School District

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #29-507-19 with West Contra Costa Unified School District (WCCUSD), a government agency, to pay the County an amount not to exceed \$575,936 to provide mental health services to special education students and their families, for the period from July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

Approval of this Interagency Agreement will result in a total payment to the County of \$575,936. No County funds are required.

**BACKGROUND:**

On October 9, 2018, the Board of Supervisors approved Interagency Agreement #29-507-17 (as amended by Amendment Agreement #29-507-18) with WCCUSD to pay the County for the provision of mental health day treatment services to special education students and their families, who are participants in the Seneca Center's Early Periodic Screening, Diagnosis and Treatment (EPSDT) program, for the period from July 1, 2018 through June 30, 2019. Approval of Interagency Agreement #29-507-19 will allow the County to continue to provide mental health services to WCCUSD special education students and their families, through June 30, 2020.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Suzanne Tavano PHD.,  
925-957-5212

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

By: , Deputy

cc: F Carroll, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive payment for the provision of mental health day treatment services provided to special education students and their families during the term of this Contract.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Contract Amendment Agreement #26-938-25 with David H. Raphael, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract Amendment Agreement #26-938-25 with David H. Raphael, M.D., an individual, effective October 1, 2019, to amend Contract #26-938-24, to increase the payment limit by \$196,000, from \$630,000 to a new payment limit of \$826,000, with no change in the original term of January 1, 2019 through December 31, 2020.

**FISCAL IMPACT:**

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On December 18, 2018, the Board of Supervisors approved Contract #26-938-24 with David H. Raphael, M.D., to provide general surgery services including consultation, training, on-call coverage services and medical procedures at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period January 1, 2019 through December 31, 2020.

Approval of Contract Amendment Agreement #26-938-25 will allow the Contractor to provide additional hours of general surgery services at CCRMC and Health Centers, through December 31, 2020.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 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 amendment is not approved, patients at CCRMC and Health Centers requiring general surgery will not have access to Contractor's services.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Melinda Self, Child Support Services Director  
Date: September 24, 2019

Subject: Contract with Integrated Information Systems, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Child Support Services, or designee, to execute a contract, including modified indemnification language, with Integrated Information Systems, Inc. in an amount not to exceed \$75,000 for the license and maintenance to the TurboCourt software system for the period of July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

This project will be fully funded by allocations from the Federal Government at 66% and State of California at 34%.

**BACKGROUND:**

The Department of Child Support Services utilizes TurboCourt, a web-based system for customers to apply for child support services. The webpage allows our customers to access our services 24 hours a day, 7 days a week. This contract will provide updates and modifications to the TurboCourt website, ensuring the child support customers are receiving current information and the department is using current forms.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action were not approved, customers would not have ease of access to child support services.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Jessica Shepard,  
925-313-4454

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

By: , Deputy

cc:



**CHILDREN'S IMPACT STATEMENT:**

This action allows the Department of Child Support Services the ability to offer web-based services to our customers in support of children. The recommendation supports the following children's outcomes: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; and (3) Families that are Economically Self Sufficient.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: September 24, 2019

Subject: APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Mark Scott Construction, Inc.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Mark Scott Construction, Inc., to increase the payment limit by \$3,500,000 to a new payment limit of \$5,000,000, with no change to the original term February 1, 2018 through January 31, 2021, to provide building restoration services, Countywide.

**FISCAL IMPACT:**

This cost is to be funded through Facilities Services maintenance budget. (100% General Fund)

**BACKGROUND:**

Public Works Facilities Services is responsible for maintenance of County buildings. At times when an unexpected event such as flooding, from a broken water pipe or leaking roof, or fire damage causes massive damage, restoration services are needed from companies such as Mark Scott Construction, Inc. to return the building back to operation. Current restoration work at the El Sobrante Library which suffered extensive fire and smoke damage have exhausted the initial payment limit of this contract with Mark Scott Construction, Inc.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Joe Yee,  
925-313-2104

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, services with Mark Scott Construction, Inc., will not continue which will delay current restoration projects they are working on.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: September 24, 2019

Subject: APPROVE and AUTHORIZE cancellation agreement with ANKA Behavioral Health, Incorporated (Districts II and IV)

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Cancellation Agreement with ANKA Behavioral Health, Incorporated, effective September 24, 2019.

**FISCAL IMPACT:**

This contract is funded by 100% Iron Horse Corridor Trust Funds.

**BACKGROUND:**

On April 24, 2018, the Board of Supervisors approved a contract with ANKA Behavioral Health, Incorporated to provide weed abatement services for the Iron Horse Corridor, for the period from May 1, 2018 through August 1, 2020. In accordance with General Conditions Paragraph 5 (Termination and Cancellation) of the contract, the Department is canceling the contract due to ANKA Behavioral Health, Incorporated filing for bankruptcy. ANKA Behavioral Health, Incorporated is unable to perform the contracted services. Approval of the Cancellation Agreement will accomplish this termination effective at the close of business on September 24, 2019.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the Department will not be able to cancel the current contract with ANKA Behavioral Health, Incorporated.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Carrie Ricci,  
925-313-2235

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

By: , Deputy

cc:



# Contra Costa County

To: Board of Supervisors  
 From: Anna Roth, Health Services Director  
 Date: September 24, 2019

Subject: Contract #76-665 with Metropolitan Van and Storage Inc.

---

## **RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-665 with Metropolitan Van and Storage Inc., a corporation, in an amount not to exceed \$300,000, to provide moving and storage services of heavy furniture and equipment at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from October 1, 2019 through September 30, 2021.

## **FISCAL IMPACT:**

This Contract is funded by 100% Hospital Enterprise Fund I.

## **BACKGROUND:**

Under Contract #76-665 Metropolitan Van and Storage Inc. will provide moving and storage services of heavy furniture and equipment for CCRMC and Health Centers, for the period October 1, 2019 through September 30, 2021.

## **CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, CCRMC and Health Centers will not be able to move, store or transport heavy furniture and equipment as needed by the facilities.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Jaspreet Benepal,  
925-370-5501

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: September 24, 2019

Subject: Contract #74-446-8 with Neil Sachs, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #74-446-8 with Neil Sachs, M.D., an individual, in an amount not to exceed \$269,568, to provide outpatient psychiatric care to adults in West Contra Costa County, for the period October 1, 2019 through September 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by Mental Health Realignment. (No rate increase)

**BACKGROUND:**

On July 24, 2018, the Board of Supervisors approved Contract #74-446-7 with Neil Sachs, M.D. for the provision of outpatient psychiatric care to adults in West Contra Costa County, for the period from October 1, 2018 through September 30, 2019.

Approval of Contract #74-446-8 will allow the Contractor to continue to provide outpatient psychiatric care through September 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, County's clients will not have access to Contractor's psychiatric care services.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

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: September 24, 2019

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: September 24, 2019

Subject: Contract #76-560-5 with Esther Kwon, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-560-5 with Esther Kwon, M.D., an individual, in an amount not to exceed \$396,000, to provide podiatry services for Contra Costa Regional Medical Center (CCRMC) and Health Centers patients, for the period from October 1, 2019 through September 30, 2021.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I. (No Rate Increase)

**BACKGROUND:**

On September 11, 2018, the Board of Supervisors approved Contract #76-560-3 (as amended by Contract Amendment Agreement #76-560-4) with Esther Kwon, M.D., to provide podiatry services at CCRMC and Health Centers for the period October 1, 2018 through September 30, 2019.

Approval of Contract #76-560-5 will allow Contractor to continue to provide podiatry services at CCRMC and Health Centers through September 30, 2021.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 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, patients requiring podiatry services at CCRMC and Contra Costa Health Centers will not have access to Contractor's services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Novation Contract #74-491-4 with Tides Center

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Novation Contract #74-491-4 with Tides Center, a non-profit corporation, in an amount not to exceed \$224,602, to provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services, for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020, in an amount not to exceed \$112,301.

**FISCAL IMPACT:**

This Contract is funded 100% by Mental Health Services Act Funds. This contract includes a rate increase 3.5%, due to cost of living adjustment.

**BACKGROUND:**

This Contract meets the social needs of County's population by providing improved access to health care, education, mental health and suicide prevention to more than 1,000 residents from diverse households in the Iron Triangle neighborhood of Richmond.

On June 26, 2018, the Board of Supervisors approved Novation Contract #74-491-3 with Tides Center, to provide MHSA PEI services for residents in

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Suzanne Tavano, Ph.D,  
925-957-5212

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

By: , Deputy

cc: E Suisala , M Wilhelm

**BACKGROUND: (CONT'D)**

the Iron Triangle neighborhood of Richmond, for the period July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019.

Approval of Novation Contract #74-491-4 replaces the automatic extension under the prior Contract and allows Contractor to continue providing MHSA PEI services through June 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Residents of Richmond's Iron Triangle will not receive the MHSA PEI services to influence factors that bear upon the healthy development and education of children from the community and improve community participation in education and health promotion, health protection, and violence prevention efforts.

**CHILDREN'S IMPACT STATEMENT:**

This MHSA-PEI program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Contract #27-240-15 with Colleen M. Kenney, DPM

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-240-15 with Colleen M. Kenney, DPM, an individual, in an amount not to exceed \$300,000, to provide podiatry based wound care services to Contra Costa Health Plan (CCHP) members, for the period from November 1, 2019 through October 31, 2021.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (No Rate increase)

**BACKGROUND:**

On November 7, 2017, the Board of Supervisors approved Contract #27-240-14 with Colleen M. Kenney, DPM, to provide podiatry based wound care services to CCHP members, for the period from November 1, 2017 through October 31, 2019.

Approval of Contract #27-240-15 will allow the Contractor to continue to provide podiatry based wound care services to CCHP members, through October 31, 2021.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 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 will not be provided.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Contract #27-994-2 with OBHG California, P.C.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-994-2 with OBHG California, P.C., a corporation, in an amount not to exceed \$500,000, to provide obstetrics and gynecology services for Contra Costa Health Plan (CCHP) members, for the period from November 1, 2019 through October 31, 2021.

**FISCAL IMPACT:**

This Contract is funded by 100% CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On November 14, 2017, the Board of Supervisors approved Contract #27-994-1 with OBHG California, P.C., to provide obstetrics and gynecology services for CCHP members, for the period from November 1, 2017 through October 31, 2019.

Approval of Contract #27-994-2 will allow the Contractor to continue providing obstetrics and gynecology services for CCHP members through October 31, 2021.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 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 will not be provided.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Novation Contract #24-925-31 with Lincoln

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #24-925-31 with Lincoln, a non-profit corporation, in an amount not to exceed \$5,646,310, to provide mental health services for Seriously Emotionally Disturbed (SED) students and their families including multi-dimensional family treatment program and school-based services, for the period July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020, in an amount not to exceed \$2,823,155.

**FISCAL IMPACT:**

This Contract is funded by 50% Federal Medi-Cal, 35% Mental Health Realignment, 11% Antioch/Pittsburg Unified School Grant and 4% The Tides Foundation Grant. (3% Cost of Living Adjustment)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing therapy, medication support, case management, outreach, and crisis intervention services to elementary and junior high aged students in East Contra Costa County in order to reduce the need for

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Suzanne Tavano, Ph.D,  
925-957-5212

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

By: , Deputy

cc: E Suisala , M Wilhelm

**BACKGROUND: (CONT'D)**

out-of-home placements.

On December 18, 2018, the Board of Supervisors approved Novation Contract #24-925-30 with Lincoln Child Center, Inc., for the provision of school-based mental health services and a multi-dimensional family treatment program for SED students and their families, for the period July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019.

Approval of Novation Contract #24-925-31 replaces the automatic extension under the prior Contract and allows Contractor to continue providing services through June 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, over 200 SED students, in ten East Contra Costa County schools would not have access to mental health services while the County solicited and engaged an alternative contractor. This delay could necessitate higher levels of care for those students.

**CHILDREN'S IMPACT STATEMENT:**

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



# Contra Costa County

To: Board of Supervisors  
 From: Anna Roth, Health Services Director  
 Date: September 24, 2019

Subject: Novation Contract #74-513-4 with Portia Bell Hume Behavioral Health and Training Center

---

## **RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Novation Contract #74-513-4 with Portia Bell Hume Behavioral Health and Training Center, a non-profit corporation, in an amount not to exceed \$3,490,399, to provide mental health services, including case management and crisis intervention to adults diagnosed with Severe and Persistent Mental Illness (SPMI) in Contra Costa County for the period July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020, in an amount not to exceed \$1,745,199.

## **FISCAL IMPACT:**

This Contract is funded by 43% Federal Medi-Cal and 57% Mental Health Realignment Funds. This contract includes a 3% rate increase, due to cost of living adjustment.

## **BACKGROUND:**

This Novation Contract meets the social needs of County's population by providing Mental Health Services Act Community Services and Support Program, including outpatient mental health services, case management, crisis intervention, and other mental health services

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Suzanne Tavano, Ph.D,  
 925-957-5212

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

By: , Deputy

cc: E Suisala , M Wilhelm

**BACKGROUND: (CONT'D)**

to eligible adult clients in Contra Costa County.

On September 25, 2018, the Board of Supervisors approved Novation Contract #74-513-3 with Portia Bell Hume Behavioral Health and Training Center, for the provision of mental health services to SPMI adults for the period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019.

Approval of Novation Contract #74-513-4 replaces the automatic extension under the prior Contract and will allow Contractor to provide mental health services through June 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, County's SPMI clients in Contra Costa County will not receive specialty mental health services from this Contractor.



# Contra Costa County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Novation Contract #24-773-27 with Mountain Valley Child and Family Services, Inc.

---

## **RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Novation Contract #24-773-27 with Mountain Valley Child and Family Services, Inc., a non-profit corporation, in an amount not to exceed \$2,484,267 to provide mental health services, case management and Therapeutic Behavioral Services (TBS) for Seriously Emotionally Disturbed (SED) youth and dependents for the period July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020, in an amount not to exceed \$1,242,133.

## **FISCAL IMPACT:**

This Contract is funded by 50% Federal Medi-Cal, 25% Mental Health Realignment and 25% Employment and Human Services Department. (Rate increase)

## **BACKGROUND:**

This Contract meets the social needs of County's population by providing mental health treatment for wards of the court to reduce the need for hospitalization.

On December 18, 2018, the Board of Supervisors approved Novation Contract #24-773-26 with Mountain Valley Child and Family Services,

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Suzanne Tavano, Ph.D,  
925-957-5212

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

By: , Deputy

cc: E Suisala , M Wilhelm

**BACKGROUND: (CONT'D)**

Inc. for the provision of TBS, and mental health services for SED youth and dependents for the period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019.

Approval of Novation Contract #24-773-27 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services, through June 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, there will be fewer placement options for clients that require day treatment services.

**CHILDREN'S IMPACT STATEMENT:**

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Contract #77-264 with Amara Hospice, LLC (dba Bridge Hospice Bay Area)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-264 with Amara Hospice, LLC (dba Bridge Hospice Bay Area), a limited liability company, in an amount not to exceed \$800,000, to provide hospice services for Contra Costa Health Plan (CCHP) members, for the period from January 1, 2020 through December 31, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

Under Contract #77-264, the Contractor will provide hospice services for CCHP members, for the period from January 1, 2020 through December 31, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, CCHP members will not receive the benefits of hospice services from the Contractor.

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☒ APPROVE

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☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Sharron Mackey,  
925-313-6104

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

By: , Deputy

cc: Marcy Wilhelm



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Contract #27-957-2 with Dublin Physical Therapy, Inc. (dba Spine and Sports Physical Therapy)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-957-2 with Dublin Physical Therapy, Inc. (dba Spine and Sports Physical Therapy), a corporation, in an amount not to exceed \$500,000, to provide physical therapy services for Contra Costa Health Plan (CCHP) members, for the period from December 1, 2019 through November 30, 2021.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (Rate Increase)

**BACKGROUND:**

In December 2016, the County Administrator approved and the Purchasing Services Manager executed Contract #27-957-1 with Dublin Physical Therapy, Inc. (dba Spine and Sports Physical Therapy), to provide physical therapy services for CCHP members, for the period from December 1, 2016 through November 30, 2019.

Approval of Contract #27-957-2 will allow the Contractor to continue providing physical therapy services to CCHP members through November 30, 2021.

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☒ APPROVE

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☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Sharron Mackey,  
925-313-6104

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

By: , Deputy

cc: Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members will not be provided.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: September 24, 2019

Subject: Contract with the Regents of the University of California, Davis

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an agreement with the Regents of the University of California, Davis, in an amount not to exceed \$117,335 to provide staff training on eligibility, employment services, adult services, and general leadership for the period July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

This will increase department expenditures by \$117,335, funded by 25% State and 75% Federal revenues (CFDA #93.658, Foster Care Title IV-E; CFDA #93.778, Medical Assistance Program; CFDA #10.561, State Administrative Matching Grants for the Supplemental Nutrition Assistance Program; CFDA #93.558, Temporary Assistance for Needy Families).

**BACKGROUND:**

The University of California Davis provides training to Employment and Human Services Department CalWORKS Eligibility, Employment Services and Welfare-to-Work, and Adult Services staff.

These mandatory trainings include classes related to eligibility, leadership, health care reform, professional development, and career growth. The program meets State regulations that allow public institutions of higher

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☒ APPROVE

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☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Gina Chenoeth  
8-4961

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

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

education to provide in-kind match funding equal to the California Welfare Department's share of costs, resulting in no expense to the County, and more informed and skilled staff.

The Regents of the University of California, Davis, require the inclusion of a mutual indemnification clause in the Agreement, which has been reviewed and approved by County's Risk Management Department and County Counsel.

**CONSEQUENCE OF NEGATIVE ACTION:**

Employment and Human Services Department will be unable to provide training necessary to ensure a knowledgeable and professional staff.



# Contra Costa County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Amendment #74-475-62(3) with Richard Hanzy, MFT

---

## **RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-475-62(3) with Richard Hanzy, MFT, an individual, effective November 1, 2019, to amend Contract #74-475-62(1), as amended by Amendment Agreement #74-475-62(2), to increase the payment limit by \$85,000 from \$156,000 to a new payment limit of \$241,000, with no change in the term of July 1, 2018 through June 30, 2020.

## **FISCAL IMPACT:**

This contract is funded 50% by Federal Medi-Cal and 50% by State Mental Health Realignment. (No rate increase)

## **BACKGROUND:**

In June 2018, the County Administrator approved and the Purchasing Services Manager executed Contract #74-475-62(1), as amended by Amendment Agreement #74-475-62(2), with Richard Hanzy, MFT, for the provision of Medi-Cal specialty mental health services, for the period from July 1, 2018 through June 30, 2020.

At the time of negotiations, the payment limit was based on target levels of utilization. However, the utilization during the term of the Contract was higher than originally anticipated. Approval

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Suzanne Tavano PhD.,  
925-957-5212

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

By: , Deputy

cc: Laura Bright, Marcy Wilhelm

**BACKGROUND: (CONT'D)**

of Contract Amendment Agreement #74-475-62(3) will allow the Contractor to provide additional mental health services through June 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment is not approved, services provided to Contra Costa Mental Health Plan Medi-Cal beneficiaries could be negatively impacted, including access to services, choice of providers, cultural competency, language capacity, geographical locations of service providers, and waiting lists.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Purchase Order with Olympus America, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with Olympus America, Inc., in an amount not to exceed \$325,000 for the purchase of instruments, supplies, equipment, and instrument repairs for the Urology and Gynecology Units at the Contra Costa Regional Medical Center, for the period from April 1, 2019 through March 31, 2021.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

Olympus America, Inc. provides electrodes, stents, graspers, and other replacement instruments used in the Urology and Gynecological Surgery Units in the Operating Room at CCRMC. CCRMC also has an instrument maintenance agreement with this vendor.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this purchase order is not approved, CCRMC would not be able to obtain instruments and surgical supplies for urology and gynecological surgeries.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 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

ATTACHMENTS



# Contra Costa County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Purchase Order with R-Computer, Inc.

---

## **RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #10803 with R-Computer, Inc., to increase the payment limit by \$100,000 to a new payment limit not to exceed \$300,000 for the purchase of laptops and desktop computers for Public Health Clinic Services, with no change in the original term of January 19, 2018 through January 18, 2020.

## **FISCAL IMPACT:**

This Purchase Order is funded by 75% the Whole Person Care Pilot Program Grant, 10% Health Care for the Homeless Grant and 15% Federally Qualified Health Center reimbursement.

## **BACKGROUND:**

Public Health Clinic Services' programs include approximately 400 staff working in clinics and in the field, and who provide clinical documentation as part of their daily tasks. Programs include school-based clinics, providing health care to youth and adolescents in approximately 40 schools throughout Contra Costa County. Services are provided at stationary clinics and mobile units, equipped with laptops and other technical equipment to transmit data to the Health

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

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

Contact: Dan Peddycord,  
925-313-6712

By: , Deputy

cc: Rachel Birch, Marcy Wilhelm

BACKGROUND: (CONT'D)

Services Department data servers. Programs that utilize laptops in the field for documentation include Health Care for the Homeless, Public Health Nursing, and Whole Person Care.

This Board Order will allow for the purchase of around new and replacement computers and laptops, with associated equipment that will be utilized the Public Health Clinic Services staff.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Program risks not meeting the deliverables mandated by the State and Federal Government in order to receive continued funding.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Contract #24-429-66 with Ujima Family Recovery Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-429-66 with Ujima Family Recovery Services, a non-profit corporation, in an amount not to exceed \$3,138,633 to provide residential and outpatient treatment for pregnant and parenting women and their young children, for the period from July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

This Contract is funded by 70% Drug Medi-Cal, 16% Substance Abuse Prevention and Treatment (SAPT) Perinatal Set-Aside, 10% SAPT Block Grant and 4% Assembly Bill (AB) 109. (Rate increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing family-centered alcohol and drug treatment services to pregnant and parenting women and their children, in order to prevent perinatal substance abuse and improve birth outcomes.

On September 25, 2018, the Board of Supervisors approved Contract #24-429-65 with Ujima Family Recovery Services to provide residential

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☒ APPROVE

☐ OTHER

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☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

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: September 24, 2019

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

By: , Deputy

cc: E Suisala , M Wilhelm

BACKGROUND: (CONT'D)

and outpatient treatment for pregnant and parenting women and their young children, for the period from July 1, 2018 through June 30, 2019.

Approval of Contract #24-429-66 will allow Contractor to continue to provide services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, pregnant and parenting women will not receive the alcohol and drug treatment services they need which may result in perinatal substance abuse and additional risk to their children.

CHILDREN'S IMPACT STATEMENT:

This Alcohol and Drug Abuse program supports the Board of Supervisors' "Families that are Safe, Stable, and Nurturing" community outcome by providing parenting education, stability, and safety for mothers (and their children) and pregnant women who are alcohol and drug dependent, while they are in substance abuse treatment. Expected outcomes include delivery of drug-free babies, decreased use of alcohol, tobacco and other drugs, reduction in the number of relapses, and creation of a sober social network.

ATTACHMENTS



# Contra Costa County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Purchase Order with Boston Scientific Corporation

---

## **RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to purchase order #F11210 with Boston Scientific Corporation, to increase the payment limit by \$250,000 to a new payment limit of \$810,000 for the purchase of specialty medical supplies and equipment for the Contra Costa Regional Medical Center (CCRMC), with no change in the original term of January 1, 2018 through December 31, 2019.

## **FISCAL IMPACT:**

This purchase order is entirely funding is included in the Hospital Enterprise Fund I budget.

## **BACKGROUND:**

Boston Scientific Corporation manufactures and distributes specialty medical and surgical supplies that CCRMC uses to treat patients with various medical conditions. These include angiographic guiding catheters, mesh, peripheral balloons, stents, sheaths, and introducers, diagnostic and interventional wires. A recent implant recall caused an increase in spending for new mesh slings.

## **CONSEQUENCE OF NEGATIVE ACTION:**

If this Purchase Order is not approved, it will impact scheduled surgeries.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 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: September 24, 2019

Subject: Contract #74-222-7 with J Cole Recovery Homes, Inc.

---

## **RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #74-222-7 with J Cole Recovery Homes, Inc., a corporation, in an amount not to exceed \$1,037,779, for the provision of residential substance abuse use disorder treatment services for male clients in East Contra Costa County, for the period from July 1, 2019 through June 30, 2020.

## **FISCAL IMPACT:**

This Contract is funded by 30% Federal Drug Medi-Cal, 30% State General Fund, 24% Assembly Bill (AB) 109 and 16% Local Revenue Fund. (Rate increase)

## **BACKGROUND:**

This Contract meets the social needs of County's population by providing specialized substance abuse treatment services so that adults with co-occurring mental disorders are provided an opportunity to achieve sobriety and recover from the effects of alcohol and other drug use, become self-sufficient, and return to their families as productive individuals.

On September 25, 2018, the Board of Supervisors approved Contract #74-222-6 with J Cole Recovery Homes, Inc., to provide residential substance

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☒ APPROVE

☐ OTHER

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☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

## **VOTE OF SUPERVISORS**

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

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: September 24, 2019

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

By: , Deputy

cc: E Suisala , M Wilhelm

**BACKGROUND: (CONT'D)**

abuse use disorder treatment services for male clients in East Contra Costa County for the period from July 1, 2018 through June 30, 2019.

Approval of Contract #74-222-7 will allow the Contractor to continue providing services through June 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, individuals will not receive alcohol and drug prevention and treatment services they need to maintain sobriety and reduce risk factors.

**ATTACHMENTS**



# Contra Costa County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Amendment #76-556-2 with Laboratory Corporation of America

---

## **RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-556-2 with Laboratory Corporation of America, a corporation, effective February 1, 2019, to amend Contract #76-556-1, to provide additional outside laboratory testing services at Contra Costa Regional Health Center (CCRMC), with no increase in the contract payment limit of \$325,000 and no change in the original term of May 1, 2018 through April 20, 2020.

## **FISCAL IMPACT:**

This amendment is funded 100% by Hospital Enterprise Fund I. (Additional rates added)

## **BACKGROUND:**

On May 22, 2018, the Board of Supervisors approved Contract #76-556-1 with Laboratory Corporation of America, to provide outside laboratory testing services, including HER2FISH test for breast cancer treatment, and flow cytometry test for leukemia treatment for the period from May 1, 2018 through April 30, 2020.

Approval of Contract Amendment Agreement #76-556-2 will allow the Contractor to provide additional outside laboratory testing services at CCRMC through April 30, 2020.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Jaspreet Benepal,  
925-370-5741

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 amendment is not approved, Contractor will not be able provide additional outside laboratory testing services at CCRMC and Health Centers.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Novation Contract #74-321-14 with Bay Area Community Resources, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-321-14 with Bay Area Community Resources, Inc., a non-profit corporation, in an amount not to exceed \$2,352,202, to provide school and community based mental health services to Seriously Emotionally Disturbed (SED) children and youth for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020, in an amount not to exceed \$1,176,101.

**FISCAL IMPACT:**

This Contract is funded by 50% Federal Medi-Cal and by 50% Mental Health Realignment. (3% Cost of Living Adjustment)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing school based mental health services to County-designated SED elementary, middle school and high school students and their families on site at schools in the John Swett Unified and West Contra Costa Unified School Districts, and community based mental health services in West Contra Costa County.

On September 11, 2018, the Board of Supervisors approved Novation Contract #74-321-13 with Bay Area

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Suzanne Tavano, Ph.D,  
925-957-5212

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

By: , Deputy

cc: E Suisala , M Wilhelm

**BACKGROUND: (CONT'D)**

Community Resources, Inc., for the provision of school based and community based mental health services for SED children and youth for the period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019.

Approval of Novation Contract #74-321-14 replaces the automatic extension under the prior Contract, allowing the Contractor to continue providing services through June 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, there will be fewer school-based mental health services available to SED students and their families possibly resulting in the need for higher levels of care.

**CHILDREN'S IMPACT STATEMENT:**

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Contract #27-892-6 with Muir Orthopaedic Specialists, Inc., A Medical Group

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-892-6 with Muir Orthopaedic Specialists, A Medical Group, Inc., a corporation, in an amount not to exceed \$4,000,000, to provide orthopedic surgery, urgent care, physical therapy and diagnostic imaging services to Contra Costa Health Plan (CCHP) members, for the period from November 1, 2019 through October 31, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (Rate increase)

**BACKGROUND:**

On November 6, 2018, the Board of Supervisors approved Contract #27-892-5 with Muir Orthopaedic Specialists, A Medical Group, Inc. to provide orthopedic surgery, urgent care and physical therapy services to CCHP members, for the period from November 1, 2018 through October 31, 2019.

Approval of Contract #27-892-6 will allow Contractor to continue to provide orthopedic surgery, urgent care, physical therapy and diagnostic imaging services to CCHP members through October 31, 2020.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 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 will not be provided.



# Contra Costa County

To: Board of Supervisors  
 From: Anna Roth, Health Services Director  
 Date: September 24, 2019

Subject: Novation Contract #74-358-10 with Contra Costa Crisis Center

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## **RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-358-10 with Contra Costa Crisis Center, a non-profit corporation, in an amount not to exceed \$330,591, to provide Mental Health Services Act (MHSA) prevention and early intervention services through a twenty-four hour crisis line for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020, in an amount not to exceed \$165,296.

## **FISCAL IMPACT:**

This Contract is funded 100% by Mental Health Services Act. (3% Cost of Living Adjustment)

## **BACKGROUND:**

This Contract meets the social needs of County's population by providing a nationally-certified 24-hour suicide prevention hotline that lowers the risk of suicide at a time when people are most vulnerable, enhances safety and connectedness for suicidal individuals, and builds a bridge to community resources for at-risk persons.

On May 1, 2018, the Board of Supervisors approved Novation Contract

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Suzanne Tavano, Ph.D,  
 925-957-5212

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

By: , Deputy

cc: E Suisala , M Wilhelm

**BACKGROUND: (CONT'D)**

#74-358-9 with Contra Costa Crisis Center to provide MHSA prevention and early intervention services for the period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019.

Approval of Novation Contract #74-358-10 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Contractor will not be able to provide suicide prevention hotline services to non-English speaking callers.



# Contra Costa County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Novation Contract #74-369-10 with Native American Health Center, Inc.

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## **RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Novation Contract #74-369-10 with Native American Health Center, Inc., a non-profit corporation, in an amount not to exceed \$249,086, to provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services to families of Native American heritage for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020, in an amount not to exceed \$124,543.

## **FISCAL IMPACT:**

This Contract is entirely funded by MHSA. (3% Cost of Living Adjustment)

## **BACKGROUND:**

This Contract meets the social needs of County's population by conducting community-building activities, including scheduled weekly group sessions and quarterly community events for youth, adults, and elders in Richmond.

On September 11, 2018, the Board of Supervisors approved Novation Contract #74-369-9 with Native American Health Center, Inc., to provide MHSA PEI services for the

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Suzanne Tavano, Ph.D,  
925-957-5212

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

By: , Deputy

cc: E Suisala , M Wilhelm

**BACKGROUND: (CONT'D)**

period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019.

Approval of Novation Contract #74-369-10 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services, through June 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Contra Costa County residents will not continue receiving MHSA assistance provided by the program including prevention and early intervention services.

**CHILDREN'S IMPACT STATEMENT:**

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Novation Contract #74-377-10 with RYSE, Inc., A California Nonprofit Corporation

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Novation Contract #74-377-10 with RYSE, Inc., a California Nonprofit Corporation, in an amount not to exceed \$503,019, to provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services, for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020, in an amount not to exceed \$251,506.

**FISCAL IMPACT:**

This Contract is funded entirely by MHSA. (3% Cost of Living Adjustment)

**BACKGROUND:**

This Contract meets the social needs of the County's population by engaging youth who are at risk of mental illness or severe emotional disturbance by providing harm-reduction presentations at schools, executing non-discriminatory and non-stigmatizing strategies for facilitating timely access and linkage to mental health treatment, and providing community education to organizations and public agencies on disparate trauma and violence experiences and histories

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Suzanne Tavano, Ph.D,  
925-957-5212

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

By: , Deputy

cc: E Suisala , M Wilhelm

**BACKGROUND: (CONT'D)**

in West Contra Costa County. Services include programming aimed at greater youth acceptance of the Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQQ) population.

On July 24, 2018, the Board of Supervisors approved Contract #74-377-9 with RYSE, Inc., A California Nonprofit Corporation, for the provision of MHSA PEI services, for the period July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019.

Approval of Contract #74-377-10 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Contractor will not provide the health and wellness program which provides youth centered assessment goal setting, support and wellness services or the trauma response and resilience system providing support and response to incidents of violence to diverse cultural communities in West Contra Costa County.

**CHILDREN'S IMPACT STATEMENT:**

This MHSA PEI program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Novation Contract #24-385-49 with Bay Area Community Services, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #24-385-49 with Bay Area Community Services, Inc., a non-profit corporation, in an amount not to exceed \$1,027,741, to provide mental health outreach and support services for homeless and disabled adults with mental illness at the Don Brown Shelter in East Contra Costa County, for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020 in an amount not to exceed \$513,870.

**FISCAL IMPACT:**

This Contract is funded by 70% Substance Abuse and Mental Health Services Administration (SAMHSA), 16% Mental Health Services Act (MHSA) and 14% by a Project for Assistance in Transition from Homelessness (PATH) Grant. (No rate increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing ongoing operational funding for a mental health homeless shelter in East Contra Costa County.

On November 6, 2018, the Board of Supervisors approved Contract #24-385-46 (as amended by Contract

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

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: September 24, 2019

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

By: , Deputy

cc: E Suisala , M Wilhelm

**BACKGROUND: (CONT'D)**

Amendment Agreement #24-385-47 and #24-385-48) with Bay Area Community Services, Inc., for the provision mental health outreach and supportive services at the Don Brown Shelter for homeless and disabled mentally ill adults in East Contra Costa County, for the period from July 1, 2018 through June 30, 2019, which included a six month automatic extension through December 31, 2019.

Approval of Contract #24-385-49 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, County's homeless adults with mental illness will experience reduced access to core survival and support services at the Don Brown Shelter in East Contra Costa County.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Contract Amendment #76-561-6 with Xingbo P. Sun, M.D. (dba The Sun Healthcare and Surgery Group, Inc.)

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-561-6 with Xingbo P. Sun, M.D. (dba The Sun Healthcare and Surgery Group, Inc.), a corporation, effective August 1, 2019, to amend Contract #76-561-4, to increase the payment limit by \$37,000, from \$233,000 to a new payment limit of \$270,000, with no change in the original term of October 1, 2018 through September 30, 2019.

**FISCAL IMPACT:**

This amendment is funded by 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On September 11, 2018, the Board of Supervisors approved Contract #76-561-4 with Xingbo P. Sun, M.D. (dba The Sun Healthcare and Surgery Group, Inc.) for the provision of podiatry services at CCRMC, for the period from October 1, 2018 through September 30, 2019.

Approval of Contract Amendment Agreement #76-561-6 will allow the Contractor to provide additional podiatry services at CCRMC, through September 30, 2019.

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<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 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 amendment is not approved, Contractor will be unable to continue to provide services under the original contract.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Agreement #22-995-2 with Persimmony International, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #22-995-2 with Persimmony International, Inc., a corporation, in an amount not to exceed \$1,075,351, for the hosting, license, and maintenance of Persimmony's Electronic Case Management Data system, for the period from September 1, 2019 through August 31, 2022.

**FISCAL IMPACT:**

This Agreement is funded 100% by the Federal Targeted Case Management (TCM) program and Medical Administrative Activities (MAA) programs.

**BACKGROUND:**

The Public Health Division Clinical Services provides home visiting services to patients. The Persimmony software program was developed specifically for the Home Visiting Program to enhance nurse productivity and program accountability and to generate reports that are used to support the direct billing of revenue reimbursements.

On September 27, 2016, the Board of Supervisors approved Contract #22-995-1 with Persimmony International, Inc., for the provision of software license renewal and maintenance,

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Daniel Peddycord,  
925-313-6712

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

By: , Deputy

cc: F Carroll, M Wilhelm

**BACKGROUND: (CONT'D)**

for the period September 1, 2016 through August 31, 2019.

Approval of Agreement #22-995-2 will allow the Contractor to continue to provide software license renewal and maintenance of the Public Health's Home Visiting Program database, through August 31, 2022.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Agreement is not approved Public Health Clinic Services would have to attempt to purchase an off-the-shelf data base program, attempt to contract with another software developer to create a similar program or return to using paper charting. That would create an increased risk of patient chart audit exceptions and reduced operational oversight and monitoring capabilities.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: September 24, 2019

Subject: Moraga Elementary School District General Obligation Bonds, Election of 2016, Series B

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/546 authorizing the issuance and sale of "Moraga Elementary School District General Obligation Bonds, Election of 2016, Series B" in an amount not to exceed \$12,000,000 by the Moraga Elementary School District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code.

**FISCAL IMPACT:**

There is no fiscal impact to the County.

**BACKGROUND:**

The Moraga Elementary School District intends to issue General Obligation bonds to fund capital improvements throughout the District. The District has requested that the Board of Supervisors adopt a resolution authorizing the direct issuance and sale of bonds by the District on its own behalf as authorized by Section 15140(b) of the Education Code.

The District adopted a resolution on September 10, 2019 authorizing the sale and issuance of the bonds. This issuance was approved by the voters as part of a bond measure (Measure V) listed on the November 8, 2016 ballot.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☒ 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: September 24, 2019

Contact: Timothy Ewell,  
925-335-1036

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

By: , Deputy

cc:



CONSEQUENCE OF NEGATIVE ACTION:

Without the Contra Costa County Board of Supervisors authorization, the School District will not be able to issue the bonds.

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following Children's Report Card outcome: Communities that are Safe and Provide a High Quality of Life for Children and Families.

ATTACHMENTS

Resolution 2019/546

District Resolution

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

Adopted this Resolution on 09/24/2019 by the following vote:

AYE: ☐  
NO: ☐  
ABSENT: ☐  
ABSTAIN: ☐  
RECUSE: ☐



**Resolution No. 2019/546**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY CONSENTING TO AND  
AUTHORIZING THE MORAGA ELEMENTARY SCHOOL DISTRICT TO ISSUE ITS GENERAL  
OBLIGATION BONDS, ELECTION OF 2016, SERIES B ON ITS OWN BEHALF**

**RESOLVED** by the Board of Supervisors (the "Board") of Contra Costa County (the "County"), State of California:

**WHEREAS**, sections 53506 *et seq.* of the California Government Code, including section 53508.7 thereof, provide that California public school district may issue and sell bonds on its own behalf at private sale pursuant to sections 15140 or 15146 of the California Education Code;

**WHEREAS**, section 15140(b) of the California Education Code provides that the board of supervisors of county may authorize California public school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county;

**WHEREAS**, the Governing Board of the Moraga Elementary School District (the "District"), a public school district under the jurisdiction of the County, has heretofore adopted and filed with the Clerk of this Board, a resolution (the "Bond Resolution") providing for the issuance and sale of its Moraga Elementary School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series B (the "Series B Bonds"), through negotiated sale pursuant to sections 53506 *et seq.* of the California Government Code; and

**WHEREAS**, it has been requested that this Board consent to such issuance of the Series B Bonds and authorize the District to issue and sell the Series B Bonds on its own behalf at negotiated sale pursuant to sections 15140 or 15146 of the California Education Code as permitted by section 53508.7 of the California Government Code and the terms set forth in the Bond Resolution;

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

**Section 1. Recitals.** All of the foregoing recitals are true and correct.

**Section 2. Consent and Authorization of Negotiated Sale.** This Board hereby consents to and authorizes the issuance and negotiated sale by the District on its own behalf of the Series B Bonds pursuant to sections 15140 and 15146 of the California Education Code, as permitted by section 53508.7 of the California Government Code and the terms and conditions set forth in the Bond Resolution. This consent and authorization set forth herein shall only apply to the Series B Bonds.

**Section 3. Source of Payment.** The County acknowledges receipt of the Bond Resolution as adopted and the requests made by the District to levy collect and distribute *ad valorem* tax revenues pursuant to section 15250 *et seq.* of the California Education Code to pay for principal of and interest on the Series B Bonds when and if sold. Correspondingly, and subject to the issuance and sale of the Series B Bonds and transmittal of information concerning the debt service requirements thereof to the appropriate County officers, there shall be levied by the County on all of the taxable property in the District in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Series B Bonds are outstanding commencing with fiscal year 2020-21 in an amount sufficient to pay the principal of and interest on the Series B Bonds when due which tax revenues when collected will be placed in the Debt Service Fund established pursuant to the Bond Resolution and have been irrevocably pledged

for the payment of the principal of and interest on the Series B Bonds, when and as the same fall due. The monies in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Series B Bonds, as the same become due and payable, shall be transferred by the County to the Paying Agent for such bonds to pay the principal of and interest on the Series B Bonds as set out in California law and in the Bond Resolution.

**Section 4. Approval of Actions.** Officers of the Board and County officials and staff are authorized to do any and all things and are hereby authorized and directed jointly and severally to execute and deliver any and all documents which they may deem necessary or advisable in order to assist the District with the issuance of the Series B Bonds and otherwise carry out give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers officials and staff are hereby ratified confirmed and approved.

**Section 5. Indemnification of County.** The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the Series B Bonds in accordance herewith and with the District's resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions not due to bad faith or negligence.

**Section 6. Limited Responsibility for Official Statement.** Neither the Board nor any officer of the County has prepared or reviewed the official statement of the District describing the Series B Bonds (the "Official Statement") and this Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings and valuation procedures, as they may relate to funds of the District held by the County Treasurer-Tax Collector, the County Treasurer-Tax Collector is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary official statement, and to certify in writing prior to or upon the issuance of the Series B Bonds that the information contained in such section does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein in the light of the circumstances under which they are made not misleading.

**Section 7. Limited Liability.** Notwithstanding anything to the contrary contained herein, in the Series B Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Series B Bonds shall be payable solely from the moneys of the District available therefore as set forth in the Bond Resolution and herein.

**Section 8. Effective Date.** This Resolution shall take effect immediately upon 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: September 24, 2019**

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

**Contact: Timothy Ewell, 925-335-1036**

By: , Deputy

**cc:**



**RESOLUTION 20-30**

**RESOLUTION OF THE GOVERNING BOARD OF  
THE MORAGA ELEMENTARY SCHOOL DISTRICT AUTHORIZING THE  
ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF  
2016, SERIES B, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO  
EXCEED \$12,000,000, AND APPROVING RELATED DOCUMENTS AND  
ACTIONS**

**WHEREAS**, an election was duly and regularly held in the Moraga Elementary School District (the "District") on November 8, 2016, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting Measure V (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$33,000,000 (the "Bonds"), and the requisite 55% of the votes cast were in favor of the issuance of the Bonds; and

**WHEREAS**, the abbreviated form of Measure V is:

*"To improve the quality of education at Moraga schools with funding that cannot be taken away by the State; repair or replace leaky roofs; improve student access to modern technology; modernize, renovate and/or construct classrooms, restrooms and school facilities; upgrade inadequate electrical systems; and make health, seismic, safety and security improvements; shall Moraga Elementary School District issue \$33,000,000 of bonds at legal interest rates, with citizens' oversight, annual audits and NO money used for administrative salaries?"; and*

**WHEREAS**, at its meeting on January 10, 2017, the Governing Board (the "Board") duly certified the successful election results and caused such entry in its minutes; and

**WHEREAS**, the Board is authorized to provide for the issuance and sale of any series of Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

**WHEREAS**, on April 6, 2017, the District issued a first series of bonds pursuant to Measure V in the principal amount of \$12,000,000 to provide the first phase of financing for Measure V projects; and

**WHEREAS**, the District wishes at this time to initiate proceedings for the issuance of a second series of the Bonds under the Bond Law in the aggregate principal amount of not to exceed \$12,000,000 to provide the second phase of financing for Measure V projects, to be designated "Moraga Elementary School District (Contra Costa

County, California) General Obligation Bonds, Election of 2016, Series B" (the "Series B Bonds") as provided in this Resolution; and

**WHEREAS**, the District's most recent interim report was certified positive and the District intends, with the County's consent, to sell the Series B Bonds on its own behalf pursuant to the Bond Law; and

**WHEREAS**, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix B is the information relating to the Series B Bonds that has been obtained by the Board and is hereby disclosed and made public; and

**WHEREAS**, the Board has approved a Debt Issuance and Management Policy (BP 3470) which complies with Government Code Section 8855, and the delivery of the Series B Bonds will be in compliance with said policy; and

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of the Moraga Elementary School District as follows:

## **ARTICLE I**

### **DEFINITIONS; AUTHORITY**

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

"Authorized Investments" means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Education Code Section 15146(g). The Treasurer-Tax Collector shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Series B Bonds.

"Board" means the Governing Board of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Measure" means Measure V submitted to and approved by the requisite 55% of the voters on November 8, 2016, under which the issuance of the Bonds has been authorized.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series B Bonds and pay the purchase price therefor.

"Bonds" means, collectively, all bonds issued pursuant to the Bond Measure.

"Building Fund" means the fund established and held by the County by the County Controller and maintained by the County Treasurer under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Series B Bonds in exchange for the amount representing the purchase price of the Series B Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series B Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series B Bonds.

"County" means the County of Contra Costa, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Auditor-Controller" means the Contra Costa County Auditor-Controller, or any authorized deputy thereof.

"County Treasurer" means the Contra Costa County Treasurer-Tax Collector, or any authorized deputy thereof.

"Debt Service Fund" means the account established by the County Controller and held by the County Treasurer under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Moraga Elementary School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the President of the Board, the Vice President of the Board, the Superintendent, the District's chief business official or other fiscal officer, or the written designee of such officers, or any other person authorized by resolution of



the Governing Board of the District to act on behalf of the District with respect to this Resolution and the Bonds.

"DTC" means The Depository Trust Company, and its successors and assigns.

"Education Code" means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

"Federal Securities" means (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

"Interest Payment Dates" means February 1 and August 1 in each year during the term of such Series B Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

"Office" means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

"Outstanding," when used as of any particular time with reference to Series B Bonds, means all Series B Bonds except: (a) Series B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series B Bonds in lieu of or in substitution for which other Series B Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Series B Bond, means the person in whose name the ownership of such Series B Bond is registered on the Registration Books.

"Paying Agent" means the bank, trust company, national banking association or other financial institution appointed as paying agent for the Series B Bonds in the manner provided in Article VI of this Resolution.

"Record Date" means the 15<sup>th</sup> day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series B Bonds under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.



"Securities Depositories" means DTC; and, in accordance with the then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Series B Bonds" means the not-to-exceed \$12,000,000 aggregate principal amount of Moraga Elementary School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series B, issued and at any time Outstanding under this Resolution.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Underwriter" means Raymond James & Associates, Inc., the designated underwriter of the Series B Bonds upon the negotiated sale thereof, as designated pursuant to Section 3.01.

"Written Certificate of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

#### SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and singular and the use of the neuter, masculine, or feminine gender is for convenience only and includes the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series B Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series B Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

## ARTICLE II

### THE SERIES B BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Series B Bonds in the aggregate principal amount not to exceed \$12,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition or improvement of educational facilities in accordance with Measure V and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series B Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest and premium, if any, on all Series B Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds shall be issued as bonds which bear current interest and shall be designated the "Moraga Elementary School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series B".

#### SECTION 2.02. *Terms of Series B Bonds.*

(a) Terms of Series B Bonds. The Series B Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series B Bonds maturing in the year of maturity of the Series B Bonds for which the denomination is specified. Series B Bonds will be lettered and numbered as the Paying Agent may prescribe. The Series B Bonds will be dated as of the Closing Date.

Interest on the Series B Bonds is payable semiannually on each Interest Payment Date. Each Series B Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series B Bond is in default at the time of authentication thereof, such Series B Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series B Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates (up to a maximum of 8 percent per annum), as determined upon the sale thereof as provided in the Bond Purchase Agreement. Interest on the Series B Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series B Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, the Superintendent is authorized to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series B Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series B Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Series B Bonds, but such numbers do not constitute a part of the contract evidenced by the Series B Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series B Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series B Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series B Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series B Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series B Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series B Bonds will be paid by wire payment on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Series B Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Series B Bonds may be established or modified under the Bond Purchase Agreement provided such terms are in conformity with the Bond Law. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series B Bonds, the provisions of the Bond Purchase Agreement will be controlling.

#### SECTION 2.03. *Redemption of Series B Bonds.*

(a) Optional Redemption Dates and Prices. The Series B Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, commencing on the date identified in the Bond Purchase Agreement, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date, or as otherwise provided in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Series B Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series B Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in the Bond Purchase Agreement) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so

redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Series B Bonds for Redemption. Whenever less than all of the Outstanding Series B Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series B Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series B Bond will be deemed to consist of individual bonds of \$5,000 principal amount. The Series B Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series B Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in clause (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series B Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series B Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series B Bonds are to be called for redemption, shall designate the serial numbers of the Series B Bonds to be redeemed by giving the individual number of each Series B Bond or by stating that all Series B Bonds between two stated numbers, both inclusive, or by stating that all of the Series B Bonds of one or more maturities have been called for redemption, and shall require that such Series B Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date.

Upon surrender of Series B Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Series B Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Series B Bonds so called for redemption have been duly provided, the Series B Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series B Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series B Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption.

Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series B Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series B Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (c) of this Section.

SECTION 2.04. *Form of Series B Bonds.* The Series B Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Series B Bonds.* The Series B Bonds shall be signed by the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. Only those Series B Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series B Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Series B Bonds.* Subject to Section 2.10, any Series B Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series B Bond for cancellation at the Office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series B Bond issued upon any transfer.

Whenever any Series B Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series B Bond or Bonds, for like aggregate principal amount. No transfers of Series B Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series B Bonds.* Series B Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series B Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Series B Bond issued upon any exchange (except in the cases of any exchange of temporary Series B Bonds for definitive Series B Bonds). No exchange of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond after it has been selected for redemption.



SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series B Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series B Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Series B Bonds, and the Series B Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Series B Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series B Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series B Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series B Bonds. The District shall cause to be paid all principal and interest with respect to the Series B Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series B Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series B Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series B Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series B Bonds. In such event, the District shall issue, transfer and exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Series B Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series B Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series B Bonds evidencing the Series B Bonds to any Depository System Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series B Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Series B Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a "substitute depository"); *provided that* any successor of Cede & Co., as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of the DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; *provided*, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.



## ARTICLE III

### SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

#### SECTION 3.01. *Sale of Series B Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Series B Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby expressly authorizes the negotiated sale of the Series B Bonds to the underwriting firm of Raymond James & Associates, Inc., as Underwriter. The Series B Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that the Bond Purchase Agreement shall contain the following terms:

- (i) the Series B Bonds shall bear a rate of interest of not to exceed 8 percent per annum and the final maturity shall not exceed the limits contained in the Bond Law;
- (ii) the Series B Bonds shall have a ratio of total debt service to principal of not to exceed four to one; and
- (iii) the Underwriter's discount shall not exceed 0.75% of the principal amount of the Series B Bonds.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series B Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (b) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (c) a negotiated sale will permit the time schedule for the issuance and sale of the Series B Bonds to be expedited, if necessary; (d) a negotiated sale provides the District access to the underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between District objectives and investor acceptance and demand; and (e) a negotiated sale provides time for underwriters to educate potential investors about the District and the Series B Bonds with the goal of maximizing investor orders/reducing interest cost on the day of bond pricing.

As required pursuant to Section 53509.5 of the Bond Law, after the sale of the Series B Bonds, the Board will present actual cost information for the sale at its next scheduled public meeting.

(b) Official Statement. The Board hereby approves, and hereby authorizes the Superintendent to deem final as of its date within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series B Bonds in substantially the form on file with the Clerk of the Board. The Superintendent is hereby authorized to execute an appropriate certificate stating that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, and an agreement facilitating the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

(d) Bond Insurance. If the District is advised by its financial advisor that it is in the best financial interests of the District to obtain a municipal bond insurance policy to insure the payment of debt service on the Series B Bonds, a District Representative is authorized to apply for said insurance and to take all actions and execute all documents and certifications relating thereto.

(e) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, and the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Series B Bonds*. The proceeds of the Series B Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Series B Bonds

will be deposited in the Debt Service Fund established pursuant to Section 4.02.

- (b) All remaining proceeds received by the County Treasurer from the sale of the Series B Bonds will be deposited in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds to be used to pay Costs of Issuance may be deposited with a fiscal agent selected by the District, as provided in Section 15146(h) of the Education Code, as directed by the District, in order to facilitate the payment of Costs of Issuance. In addition, the Bond Purchase Agreement may provide that the Underwriter shall apply its funds to the payment of Costs of Issuance. A District Representative is authorized to execute an agreement with a custodian in order to facilitate the payment of Costs of Issuance.

**SECTION 3.03. *Building Fund.*** The County Auditor-Controller shall create and maintain a fund designated as the "Moraga School District, Election of 2016, Series B Building Fund," into which the proceeds from the sale of the Series B Bonds shall be deposited, to the extent required under Section 3.02(b). In order to ensure that the District is able to meet its federal tax law covenants with respect to separate accounting of funds holding proceeds of the Series B Bonds, the County Auditor-Controller is requested to maintain separate accounting for the proceeds of the Series B Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series B Bonds shall be expended by the District solely for the financing of projects for which the Series B Bond proceeds are authorized to be expended under Measure V (which includes related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series B Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Auditor-Controller, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series B Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series B Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series B Bonds have been authorized or otherwise in accordance with the Bond Law.

**SECTION 3.04. *Estimated Financing Costs.*** The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Isom Advisors, A Division of Urban Futures, Inc., has previously been engaged to act as the District's financial advisor. Said engagements are confirmed in accordance with the terms of existing contracts. The estimated costs of issuance associated with the bond sale are \$170,000, which include bond counsel and disclosure counsel fees, underwriter's counsel fees, costs of printing the Official Statement, financial advisor fees, rating agency fees, and paying agent fees, but which do not include underwriting fees and the cost of municipal bond insurance, if obtained.

## ARTICLE IV

### SECURITY FOR THE SERIES B BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Series B Bonds.* The Series B Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Series B Bonds and the interest and redemption premium (if any) thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series B Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, including the principal of any Series B Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

The principal of and interest and redemption premium (if any) on Series B Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series B Bonds. In no event are the principal of and interest and redemption premium (if any) on Series B Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The District acknowledges that the Series B Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter-approved tax for the Series B Bonds.

As required by Education Code Section 15140(c), the District shall transmit a copy of this resolution, together with the debt service schedule for the Series B Bonds, to the office of the County Controller and County Treasurer in sufficient time to permit the County to establish tax rates for the Series B Bonds.

SECTION 4.02. *Establishment of Debt Service Fund.* The District hereby directs the County Auditor-Controller to establish a fund to be known as the "Moraga Elementary School District Election of 2016, Series B General Obligation Bonds Debt Service Fund", which the County Auditor-Controller shall hold and maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Series B Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

SECTION 4.03. *Disbursements From Debt Service Fund.* The County Auditor-Controller shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Auditor-Controller shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Series B Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest

on the Series B Bonds. DTC will thereupon make payments of principal and interest on the Series B Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series B Bonds. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. Any moneys remaining in the Debt Service Fund after the Series B Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Series B Bonds and amounts on deposit in the Debt Service Fund to the payment of the principal or redemption price of and interest on the Series B Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series B Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Series B Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series B Bonds to provide security for the Series B Bonds in addition to any statutory lien that may exist. The District hereby represents and warrants that all of its general obligation bonds, including the Series B Bonds are or were issued to finance or refinance one or more of the projects specified in the applicable voter-approved measure.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder may be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. The County has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Series B Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series B Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a



certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

## ARTICLE V

### OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board hereby directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds, in conformity with the terms of the Series B Bonds and this Resolution. In no event shall the District be obligated to pay principal of and interest and redemption premium, if any, on this Series B Bond out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District; provided, however, nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law, including, in its sole discretion, to debt service with respect to the Series B Bonds.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series B Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series B Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Series B Bond Owners.* The District will preserve and protect the security of the Series B Bonds and the rights of the Series B Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series B Bonds by the District, the Series B Bonds shall be incontestable by the District.

#### SECTION 5.04. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of

the Series B Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series B Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series B Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series B Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

SECTION 5.05. *Continuing Disclosure*. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series B Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting*. The District hereby covenants and agrees that it will comply with and the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series B Bonds.

SECTION 5.07. *Further Assurances*. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be



reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series B Bonds of the rights and benefits provided in this Resolution.

## **ARTICLE VI**

### **THE PAYING AGENT**

SECTION 6.01. *Appointment of Paying Agent.* The Bank of New York Mellon Trust Company, N.A. is hereby appointed to act as Paying Agent for the Series B Bonds. In such capacity, the Paying Agent shall also act as registration agent and authentication agent for the Series B Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of such Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The appointed Paying Agent may at any time resign by giving written notice to the County Treasurer, the District and the Series B Bond Owners of such resignation. Upon receiving notice of such resignation, the County Treasurer shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the appointed Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

SECTION 6.02. *Paying Agent May Hold Series B Bonds.* The Paying Agent may become the owner of any of the Series B Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements in this Resolution and in the Series B Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying

Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys the Paying Agent shall be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under Resolution. Amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

## ARTICLE VII

### REMEDIES OF SERIES B BOND OWNERS

SECTION 7.01. *Remedies of Series B Bond Owners.* Any Series B Bond Owner has the right, for the equal benefit and protection of all Series B Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its board members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series B Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series B Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its board members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Series B Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series B Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Series B Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B Bonds to the respective Owners of the Series B Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series B Bonds.

A waiver of any default by any Series B Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series B Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series B Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series B Bond Owners, the District and the

Series B Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

## **ARTICLE VIII**

### **AMENDMENT OF THIS RESOLUTION**

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Series B Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series B Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series B Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series B Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series B Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series B Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series B Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Series B Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series B Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series B Bonds.

SECTION 9.02. *Defeasance of Series B Bonds.*

(a) Discharge of Resolution. Any or all of the Series B Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series B Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Series B Bonds; or
- (iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series B Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series B Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series B Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series B Bond (whether upon or prior to its maturity or the redemption date of such Series B Bond), provided that, if such Series B Bond is to be redeemed prior to maturity, notice of such redemption has been



given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series B Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series B Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other escrow holder money or securities in the necessary amount to pay or redeem any Series B Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series B Bonds and all unpaid interest thereon to maturity, except that, in the case of Series B Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series B Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series B Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series B Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Series B Bonds and remaining unclaimed for two years after the principal of all of the Series B Bonds has become due and payable (whether at maturity or upon call for redemption as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series B Bonds became due and payable, shall, upon request of the District, be repaid to the District free

from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series B Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series B Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series B Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Execution of Documents and Proof of Ownership by Series B Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series B Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series B Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series B Bond Owner or his or her attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series B Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series B Bond shall bind all future Owners of such Series B Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series B Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Limited Duties of County; Indemnification.* Notwithstanding anything stated to the contrary in this Resolution, the Series B Bonds are not a debt of the County, including its Board, officers, officials, agents and employees, and the County, including its Board, officers, officials, agents and employees, has no obligation to repay the Series B Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code other than due to its negligence or bad faith. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under



Section 15250 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Series B Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify and hold harmless, to the extent permitted by law, the County, including its officers, agents and employees (the "Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, which it may incur in the exercise and performance of its powers and duties hereunder, including legal and other expenses incurred in connection with investigating or defending any such claims or actions, which are not due to its negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Series B Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Series B Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series B Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series B Bonds therein referred to.

SECTION 9.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series B Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series B Bond Owners.

SECTION 9.08. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

\* \* \* \* \*

The foregoing Resolution was adopted by the Governing Board of the Moraga Elementary School District of Contra Costa County, being the Board authorized by law to make the designations therein contained by the following vote, on September 10, 2019.

Adopted by the following votes:

AYES: Nickens, Davis, Severy, Giordani, Chng

NOES: None

ABSENT: None

A handwritten signature in cursive script, reading "Bruce K. Burns", is written over a horizontal line.

Bruce K. Burns, Secretary  
Governing Board, Moraga School District



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: September 24, 2019

Subject: APPROVE the Martinez Animal Shelter Parking Lot and Play Area Expansion Project and take related actions under CEQA.

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**RECOMMENDATION(S):**

APPROVE the Martinez Animal Shelter Parking Lot and Play Area Expansion Project (Project), unincorporated Vine Hill area. [County Project No. WW0906, PD250-17014, DCD-CP#17-43] (District V).

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

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

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

**FISCAL IMPACT:**

Estimated Project cost: \$1,000,000. 100% General Fund.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Laura Cremin (925)  
313-2015

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

By: , Deputy

cc: Ave Brown - Environmental Division Manager, Laura Cremin-Environmental

### BACKGROUND:

The Public Works Department of Contra Costa County (County) is proposing to develop a vacant lot with additional parking and a dog play area to accommodate overflow visitors and improve pedestrian safety and congestion at the existing Martinez Animal Shelter. The project would develop the vacant site at the corner of Imhoff Drive and Blum Road, with a landscaped dog play area featuring a shade area, landscaping, artificial turf, fencing, entry corral, and safety lighting. A new dog path along the north side of the site would provide a safe connection from the existing dog play area to the new dog play area. The project would also include the development of a new parking area. The new parking area would accommodate 23 vehicles and connect to the existing parking lot at the east side of the site. Access to the new parking area would continue from Imhoff Place.

On November 13, 2018, the Board of Supervisors awarded a job order contract (JOC) for repair, remodeling, and other repetitive work to be performed pursuant to the Construction Task Catalog to each of Mark Scott Construction, Inc., Aztec Consultants, and Staples Construction Company, Inc., each in the amount of \$2,500,000. This project is expected to be performed by one of the three JOC contractors. A task order catalogue has been prepared for the JOC contractor to complete this Project. In the event that the Project is not performed by the JOC contractor, the Public Works Department will return to the Board for approval of plans and specifications and authorization to advertise and solicit bids.

### CONSEQUENCE OF NEGATIVE ACTION:

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



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: September 24, 2019

Subject: Multifamily Housing Revenue Bonds - Reimbursement Resolution for Coggins Square Apartments

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/567 conditionally providing for the issuance of revenue bonds in an aggregate amount not to exceed \$25,000,000 to finance the acquisition, construction and rehabilitation of Coggins Square Apartments, an 87-unit multifamily residential rental housing development, located at 1316 Las Juntas Way (APN 148-500-056-4) in the unincorporated area of the County near Walnut Creek, California (the "Development"), and approving related actions.

**FISCAL IMPACT:**

None. In the event that the bonds are issued, the County is reimbursed for costs incurred in the issuance process. Annual expenses for monitoring of Regulatory Agreement provisions ensuring certain units in the Development will be rented to low income households are accommodated in the bond issue. The bonds will be solely secured by and payable from revenues (e.g. Development rents, reserves, etc.) pledged under the bond documents. No County funds are pledged to secure the bonds.

**BACKGROUND:**

Contra Costa County, through the Department of Conservation and Development, operates a multifamily mortgage revenue bond financing program. The purpose of the program is to increase or preserve the supply of affordable rental housing available to low and very low income

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Kristen Lackey (925)  
674-7888

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

By: , Deputy

cc:

### BACKGROUND: (CONT'D)

households. The County program may be undertaken within the unincorporated County and within the cities located in the County that have agreed to let the County operate the program in their jurisdiction.

Bridge Housing, a nonprofit affordable housing developer, requested to participate in the County's multifamily mortgage revenue bond financing program, as the managing general partner of Coggins Square Apartments, L.P. with a tax credit investor partner in order to finance the acquisition and rehabilitation of an existing affordable development. The proposed development consists of an 87-unit multifamily rental housing facility known as Coggins Square Apartments located at 1316 Las Juntas Way in the unincorporated area of the County near Walnut Creek (APN 148-500-056-4). It meets the eligibility criteria for bond financing and the County policy for this program.

A requirement of federal tax law is that the prospective financing be subject to a conditional statement of intent to issue bonds to reimburse expenses incurred prior to the date the bonds are issued, i.e. a reimbursement resolution must be adopted by the Board of Supervisors. Also, the California Debt Limit Allocation Committee that allocates tax-exempt bond authority for the bond issue, requires that a reimbursement resolution be adopted before an application may be submitted for such an allocation. The adoption of a reimbursement resolution will not obligate the County or the owner without future discretionary actions, but will indicate the intent of the County to issue the bonds if all conditions in the reimbursement resolution have been satisfied.

### CONSEQUENCE OF NEGATIVE ACTION:

Without the reimbursement resolution, Coggins Square Apartments, L.P. will not be able to commence with the process of applying to the California Debt Limit Allocation Committee for multifamily housing revenue bond authority through the County.

### CHILDREN'S IMPACT STATEMENT:

The recommendation supports one or more of the following children's outcomes:

- (1) Children Ready for and Succeeding in School;
- (2) Children and Youth Healthy and Preparing for Productive Adulthood;
- (3) Families that are Economically Self Sufficient;
- (4) Families that are Safe, Stable and Nurturing; and
- (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.

### ATTACHMENTS

Resolution 2019/567

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

Adopted this Resolution on 09/24/2019 by the following vote:

**AYE:** ☐

**NO:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐



**Resolution No. 2019/567**

Resolution Setting Forth the County's Official Intent to Issue Revenue Bonds to Finance a Multifamily Residential Rental Housing Development – Coggins Square Apartments

WHEREAS, the Board of Supervisors of the County of Contra Costa (the "County") has determined that there is a shortage of safe and sanitary housing within the County, and that it is in the best interest of the residents of the County and in furtherance of the health, safety and welfare of the public for the County to assist in the financing of multifamily rental housing developments; and

WHEREAS, pursuant to Division 31 of the Health and Safety Code of the State of California, and particularly Chapter 7 of Part 5 thereof (the "Act"), the County is empowered to issue and sell revenue bonds for the purpose of making mortgage loans or otherwise providing funds to finance the acquisition, construction and rehabilitation of multifamily rental housing, including units for lower income households and very low income households; and

WHEREAS, Coggins Square Apartments, L.P., a California limited partnership (the "Borrower") has requested that the County consider the issuance and sale of tax-exempt revenue bonds (the "Bonds") pursuant to the Act for the purpose of lending the proceeds thereof to the Borrower to finance the acquisition and rehabilitation by the Borrower of 87 units of multifamily rental housing currently known as Coggins Square Apartments located at 1316 Las Juntas Way in the unincorporated area of the County near Walnut Creek (the "Development"), to be owned by the Borrower; and

WHEREAS, the Borrower has requested an expression of the Board of Supervisors willingness to authorize the issuance of the Bonds at a future date after the documentation relating to the financing has been prepared and completed, and the County's requirements for the issuance of such Bonds have been satisfied; and

WHEREAS, the Board of Supervisors now wishes to declare its intention to authorize the issuance of the Bonds, provided certain conditions are met, for the purpose of financing costs of the Development, in an aggregate principal amount not to exceed \$25,000,000.

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

Section 1. The Board of Supervisors hereby determines that it is necessary and desirable to provide financing for the Development pursuant to the Act by the issuance of the Bonds in an aggregate principal amount not to exceed Twenty-Five Million Dollars (\$25,000,000). The issuance of the Bonds shall be subject to the following conditions: (a) the County by resolution of the Board of Supervisors shall have first agreed to acceptable terms and conditions for the Bonds (and for the sale and delivery thereof), and for all agreements with respect to the Bonds to which the County will be a party; (b) all requisite governmental approvals for the Bonds shall have first been obtained; (c) the Bonds shall be payable from revenues received with respect to a loan to the Borrower made with the proceeds of the Bonds, and neither the full faith nor the credit of the County shall be pledged to the payment of the principal of or interest on the Bonds; (d) any occupancy and other requirements of the Internal Revenue Code of 1986, as amended (the "Code") are satisfied or otherwise provided for with respect to Bonds, the interest on which is intended to be excluded from gross income for federal tax purposes; (e) any occupancy and other requirements of the Act with respect to the Development are satisfied or otherwise provided for; and (f) any occupancy and other requirements of the County applicable to the Development are satisfied or otherwise provided for.

Section 2. The Chair of the Board of Supervisors, the Vice-Chair of the Board of Supervisors, the County Administrator, the Director of Conservation and Development, the Affordable Housing Program Manager of Conservation and Development, County Counsel and the other officers of the County are hereby authorized and directed to take whatever further action consistent



with this Resolution may be deemed reasonable and desirable, including participating in the preparation of any resolution, indenture, bond purchase agreement, official statement and/or other documents or agreements necessary or appropriate to effect the Bond financing, and any actions necessary to obtain an allocation of the State of California's private activity bond volume cap for the Bonds under Section 146 of the Code and Section 8869.85 of the Government Code, including obtaining a deposit from or on behalf of the Borrower, and submitting an application for such volume cap to the California Debt Limit Allocation Committee, all to the extent required for the issuance of the Bonds.

Section 3. It is the purpose and intent of the County that this Resolution constitute a declaration of official intent to issue the Bonds for the Development for purposes of Sections 103 and 141 to 150 of the Code. The County reasonably expects that certain costs of the Development will be reimbursed with proceeds of the Bonds for certain expenditures made prior to the issuance of the Bonds.

Section 4. This Resolution shall take effect immediately upon its adoption.

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

**ATTESTED: September 24, 2019**

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

**Contact: Kristen Lackey (925) 674-7888**

By: , Deputy

**cc:**



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: September 24, 2019

Subject: FY 2018/19 Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing and Urban Development

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE submission of the County's FY 2018/19 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) for the following federal programs: Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), Emergency Solutions Grant (ESG), Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP).

**FISCAL IMPACT:**

No fiscal impact. This action seeks to approve the year-end performance report for the FY 2018/19 CDBG, HOME, ESG, HOPWA and NSP programs administered by the County. CFDA Nos.: CDBG - 14.218; HOME - 14.239; ESG - 14.231; HOPWA - 14.241; NSP - 14.218.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☒ 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: September 24, 2019

Contact: Jaclyn Tummings,  
925-674-7877

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

By: , Deputy

cc:

## BACKGROUND:

**Consolidated Annual Performance and Evaluation Report (CAPER):** The Housing and Community Development Act of 1974, as amended, requires all CDBG and HOME entitlement jurisdictions to prepare and submit a CAPER (Attachment A) to the U.S Department of Housing and Urban Development (HUD) by September 30 of each year. The CAPER provides the County and interested stakeholders with an opportunity to evaluate the progress in carrying out priorities and objectives contained in the County's five-year Consolidated Plan and annual Action Plan. HUD uses the CAPER to evaluate whether: (1) the County has carried out projects/programs as described in its Consolidated Plan and annual Action Plan; (2) the CDBG, HOME, ESG, NSP, and HOPWA assisted activities are eligible and meet a national objective, and if expenditures meet certain statutory requirements; and (3) the County has demonstrated a continuing capacity to carry out its HUD funded programs.

The basic elements of the CAPER are the following: summary of resources and expenditures, programmatic accomplishments, status of actions taken during the year to implement objectives contained in the Consolidated Plan, and evaluation of progress made during the year in addressing identified priority needs and objectives.

Highlights of the CAPER include the following:

- The County received approximately \$9.1 million in FY 2018/19 CDBG, HOME, HOPWA and ESG funds for use in accomplishing housing and non-housing community development objectives.
- The County expended \$9.55 million on approved projects and programs (expenditures were for projects funded in previous and current years).
- The County continued to meet HUD's requirements related to spending CDBG and HOME funds in a timely manner.
- For each dollar of the County federal funds spent for projects that were completed during the year, \$12.45 was leveraged from other federal, State, local, and private resources.
- Over 35,000 lower income persons/families were served through public service programs.
- 27 lower income people were placed in jobs through Economic Development programs.
- 227 businesses were assisted through Economic Development programs.
- 9 Infrastructure/Public Facilities projects were completed.
- 85 rental housing units were rehabilitated for low income households.
- 18 owner-occupied homes were rehabilitated.
- 78 homeowners received foreclosure prevention counseling.
- 665 low income renters received services and/or financial assistance to prevent them from becoming homeless or to quickly regain housing following an episode of being homeless.

## CONSEQUENCE OF NEGATIVE ACTION:

The County cannot submit the CAPER without Board approval, which would jeopardize future HUD funding.

## CHILDREN'S IMPACT STATEMENT:

The project/programs funded with CDBG, HOME, ESG, HOPWA, and NSP funds support one or more of the following children's outcomes: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Economically Self Sufficient; (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.

## ATTACHMENTS



# **CONTRA COSTA COUNTY FY2018/19 CAPER**

**(Consolidated Annual Performance & Evaluation Report)**



**Community Development Block Grant  
HOME Investment Partnerships Act  
Emergency Solutions Grants  
Housing Opportunities for Persons with AIDS  
Neighborhood Stabilization Program**

**September 24, 2019  
DRAFT**

## **CR-05 - Goals and Outcomes**

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30 of each year. The CAPER provides the County and interested stakeholders with an opportunity to evaluate the progress in carrying out priorities and objectives contained in the County's five-year Consolidated Plan and annual Action Plan.

- Over 35,000 low/moderate-income persons/families were served through the County funded public service programs
- 27 low/moderate-income people were placed in jobs through the County funded economic development and job-training services programs
- 227 businesses were assisted through micro-enterprise assistance programs.
- 9 infrastructure/public facilities projects were completed within low/moderate income neighborhoods.
- 85 rental housing units were constructed for low/moderate income seniors.
- 18 owner-occupied homes were rehabilitated.
- 78 homeowners received foreclosure prevention counseling.
- 665 low-income renters received assistance to prevent them from becoming homeless or to help them quickly regain housing following an episode of being homeless.

### **Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
AH-1 New Construction of Affordable Rental Housing	Affordable Housing	CDBG: \$ / HOME: \$ / ESG: \$	Rental units constructed	Household Housing Unit	125	104	83.20%	25	0	0.00%
AH-2 Homeownership Opportunities	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	20	12	60.00%			
AH-3 Maintain and Preserve Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	3560		0	3560	
AH-3 Maintain and Preserve Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	125	176	135.20%	25	7	564.00%
AH-3 Maintain and Preserve Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	75	88	93.33%	15	18	160.00%
AH-4 New Supportive Housing - Special Needs	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / HOPWA: \$	Rental units constructed	Household Housing Unit	50	0	0.00%	10	0	0.00%



AH-4 New Supportive Housing - Special Needs	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / HOPWA: \$	Rental units rehabilitated	Household Housing Unit	30	0	0.00%	6	0	0.00%
AH-4 New Supportive Housing - Special Needs	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / HOPWA: \$	Housing for People with HIV/AIDS added	Household Housing Unit	12	0	0.00%	2	0	0.00%
CD-1 General Public Services	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25000	67133	193.06%	5000	18868	404.82%
CD-1 General Public Services	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
CD-2 Non-Homeless Special Needs Population	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6740	24553	220.47%	1348	9693	724.70%
CD-3 Youth	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4300	8281	114.00%	860	3379	281.86%

CD-4 Fair Housing	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	262	97.00%	40	68	227.50%
CD-5 Economic Development	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	80	964	657.50%	16	438	2,962.50%
CD-5 Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	8	8	62.50%	2	3	150.00%
CD-5 Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	300	607	147.67%	60	164	166.67%
CD-6 Infrastructure/Public Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	45518	1,818.04%	500	67	961.00%
CD-7 Administration	General Administration of the CDBG, HOME, ESG, and HOPWA Programs	CDBG: \$ / HOME: \$ / ESG: \$ / HOPWA: \$	Other	Other	4	4	100.00%	4	4	100.00%

H-1 Housing & Supportive Services for the Homeless	Affordable Housing Homeless	CDBG: \$ / ESG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	17351		3200	3177	96.91%
H-1 Housing & Supportive Services for the Homeless	Affordable Housing Homeless	CDBG: \$ / ESG: \$	Homeless Person Overnight Shelter	Persons Assisted	1400	1148	82.00%			
H-2 Prevention Services for Homeless	Homeless	CDBG: \$ / ESG: \$ / HOPWA: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	13409		0	665	
H-2 Prevention Services for Homeless	Homeless	CDBG: \$ / ESG: \$ / HOPWA: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	150	172	90.00%	30	37	120.00%
H-2 Prevention Services for Homeless	Homeless	CDBG: \$ / ESG: \$ / HOPWA: \$	Homelessness Prevention	Persons Assisted	140	85	58.57%	30	3	73.33%
H-2 Prevention Services for Homeless	Homeless	CDBG: \$ / ESG: \$ / HOPWA: \$	Housing for People with HIV/AIDS added	Household Housing Unit	100	0	0.00%			

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

All of the County's HOME Investment Partnerships Program (HOME), Community Development Block Grant (CDBG), Emergency Solutions Grants

(ESG), and Housing Opportunities for Persons With AIDS (HOPWA) funding sources address the priorities and specific objectives identified in the FY 2015/2020 Consolidated Plan. All of the funded activities meet at least one of the highest priority needs identified in the Consolidated Plan.

The County has made significant progress in meeting the goals and objectives contained in the Five-Year Consolidated Plan. During FY 2018/19, CDBG-funded public service projects provided a wide range of social services to over 35,800 Urban County residents and households, including the homeless, mentally and physically disabled, seniors, victims of domestic violence, and other special needs populations. Economic development programs offered training and placement services for 41 lower income persons and assisted with the creation and expansion of 227 microenterprises/small businesses. There were nine Infrastructure/Public Facilities projects completed in FY 2018/19 that created a variety of infrastructure and accessibility improvements.

Although the County made progress in meeting the annual goals for most objectives, there were some in which the County did not. The reason for not meeting the annual goal is primarily due to not receiving an application for a specific activity that met that objective for that program year. However, the County anticipates that there will be activities in the subsequent Consolidated Plan years that will get awarded CDBG, HOME, ESG, or HOPWA funds that will meet those objectives for the County to meet its 5-year goals. Housing development projects often take multiple years to be fully funded, constructed and occupied. Therefore, the five-year goals may be met in just one or two years with other years showing no accomplishments.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME	ESG
White	10,342	1	595
Black or African American	5,873	2	525
Asian	2,708	0	29
American Indian or American Native	438	0	90
Native Hawaiian or Other Pacific Islander	345	0	12
<b>Total</b>	<b>19,706</b>	<b>3</b>	<b>1251</b>
Hispanic	2,560	0	81
Not Hispanic	17,146	3	1170

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

The County requests that sub-grantees/subrecipients collect race and ethnicity information using nine different categories in addition to Hispanic ethnicity. The figures above do not take into account mixed-race categories. For a complete view of the race/ethnicity demographic information of the residents/beneficiaries served by the various CDBG/HOME/ESG/HOPWA funded projects and programs, please see the project/program tables in Attachment B.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	7,339,648	6,586,363
HOME	HOME	4,951,638	332,163
HOPWA	HOPWA		
ESG	ESG	368,211	342,015
Other	Other	798,357	236,875

Table 3 - Resources Made Available

### Narrative

The "Resources Made Available" includes the current year grant allocation, program income, returned or recaptured funds and prior year unexpended funds. The amount expended during program year 2018/19 includes funds expended on completed projects/activities and on projects/activities that are underway but not yet completed.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Contra Costa County	100	100	Countywide

Table 4 – Identify the geographic distribution and location of investments

### Narrative

The Contra Costa County HOME Consortium area is comprised of the unincorporated areas and incorporated cities/towns of the County. In terms of geographic distribution of investment of HOME funds, HOME housing activities will go towards all eligible areas of the HOME Consortium area to benefit low-income households.

Contra Costa County also receives an allocation of CDBG funds from HUD to benefit residents of the Urban County. The Urban County area is comprised of all the unincorporated areas and incorporated cities/towns of the County, minus the Cities of Antioch, Concord, Pittsburg, and Walnut Creek. These four cities receive their own allocation of CDBG funds from HUD and therefore are not part of the Urban County area. In terms of specific geographic distribution of investments, infrastructure improvements and public facilities were focused primarily in areas with concentrations of low- to moderate-income populations within the Urban County area. Investments in CDBG housing activities occur in any Urban County area.

Contra Costa County also receives an allocation of ESG funds from HUD. The ESG area for the County is

the Urban County area (similar to the County's CDBG Urban County area explained above). In terms of geographic investment of ESG funds, ESG funds were distributed throughout the Urban County to provide assistance to the homeless population or those at risk of becoming homeless who are within the Urban County area of Contra Costa County.

Contra Costa County is also a sub-grantee to the City of Oakland (Alameda County) for the HOPWA program. Contra Costa County's HOPWA area is the entire County unincorporated areas and incorporated cities/towns of the County.

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

For each dollar spent in County federal funds for projects that were completed during the program year, \$12.45 was leveraged in other federal, State, local, and private resources. The 100 percent ESG matching requirements were met through other federal (non-ESG), State, local, and private resources. The 25 percent HOME Program match requirement was exceeded through non-federal resources and the excess will be carried over for the next federal fiscal year.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	44,008,207
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	44,008,207
4. Match liability for current Federal fiscal year	9,721
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	43,998,486

**Table 5 – Fiscal Year Summary - HOME Match Report**



Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

#### HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
821,777	307,660	1,018,129	0	111,308

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	20,328,738	0	0	0	0	20,328,738
Number	1	0	0	0	0	1
Sub-Contracts						
Number	22	0	0	0	4	18
Dollar Amount	1,404,736	0	0	0	267,530	1,137,206
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	220,328,738	0	220,328,738			
Number	1	0	1			
Sub-Contracts						
Number	10	3	7			
Dollar Amount	1,226,835	660,100	1,404,736			

**Table 8 - Minority Business and Women Business Enterprises**

<b>Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted</b>						
	<b>Total</b>	<b>Minority Property Owners</b>				<b>White Non-Hispanic</b>
		<b>Alaskan Native or American Indian</b>	<b>Asian or Pacific Islander</b>	<b>Black Non-Hispanic</b>	<b>Hispanic</b>	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

**Table 9 – Minority Owners of Rental Property**

<b>Relocation and Real Property Acquisition</b> – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		1		4,619		
Households Temporarily Relocated, not Displaced		39		492,000		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

**Table 10 – Relocation and Real Property Acquisition**

### Narrative

In Fiscal Year 2018/19, there were three residential projects that involved the temporary relocation of tenants and one nonprofit organization. All three projects received HOME funds and the data in the tables above reflects all projects. Below is specific information about each of the projects:

The Carena project includes three separate sites: Camara Circle Apartments in Concord, Elaine Null Apartments in Bay Point, and Riley Court Apartments in Concord. Carena received CDBG and HOME funds for the rehabilitation of residential units at Riley Court and Elaine Null apartments totaling \_\_\_\_ units. The funds were used for acquisition, closing costs, soft costs, and construction. In this fiscal year, \_\_\_\_ households were temporarily relocated with a cost of \$ \_\_\_\_ for relocation activities. All occupied units were properly noticed and provided temporary relocation assistance as necessary. The rehabilitation of units at Elaine Null is complete and rehabilitation of units at Riley Court is substantially completed.

The Antioch Scattered Sites project includes two separate sites: Pinecrest Apartments and Terrace Glen Apartments in Antioch. This project received HOME funds for the rehabilitation of nine units on both sites. The funds were used for acquisition, closing costs, soft costs, and construction. In this fiscal year, 39 households were temporarily relocated with a cost of \$492,000 for relocation activities. All occupied units were properly noticed and provided temporary relocation assistance as necessary. The rehabilitation of all units in the development is underway and the construction completion date for both sites is \_\_\_\_ 2019.

The St. Paul's Commons project is located in the Walnut Creek area and includes the demolition of an existing building used for homeless day programs and services and the new construction of a new mixed-use building. The new building includes 45 residential units for families above a public facility

space that will be used for the homeless services program. The organization that provides homeless programs and services is temporarily relocated during the demolition and construction activities. A suitable, nearby location was selected for the temporary relocation. HOME and HOPWA funds will be used for closing costs and construction, and non-housing CDBG funds for tenant improvements of the public facility space. In this fiscal year, the cost for the temporary relocation activities was \$ 4,618.76. This project remains under construction with a projected construction completion date of December 2019.

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## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	10	0
<b>Total</b>	<b>10</b>	<b>0</b>

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through the Production of New Units	25	5
Number of households supported through Rehab of Existing Units	25	18
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>50</b>	<b>23</b>

Table 12 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

During fiscal year 2017/18, Contra Costa continued to make progress toward meeting its affordable housing goals. There are also several developments currently under construction or will be commencing construction in the coming months. In measuring the County's accomplishments, it must be noted that the majority of funded housing projects are complex, involving new construction or acquisition and rehabilitation of multifamily housing and requiring multiple funding sources. In general, these projects require two to five years from initial development planning to completion and occupancy. In order to facilitate the ability of the project sponsor to obtain additional funding from other sources (e.g., LIHTCs and State programs), the County often commits resources relatively early in the process. Therefore, the number of units funded and completed with current resources is often less than the number funded and in development.

Tabora Gardens closed out during this fiscal year. Construction of Riviera Family, Hana Gardens and Carena are complete and lease-up and closing activities are in process. Heritage Point and Antioch Renovations are expected to complete construction in the next quarter. Legal documents are being drawn for Chesley Mutual Housing, and Veteran's Square and Hacienda Apartments are expected to begin construction in summer 2020.

**Discuss how these outcomes will impact future annual action plans.**

The development schedule of the above listed projects will not impact future action plans. The progress and completion information will be reported in future CAPERs.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	10	5
Low-income	2	
Moderate-income	6	
<b>Total</b>	<b>18</b>	<b>5</b>

**Table 13 – Number of Households Served**

**Narrative Information**

In FY 2018/19, the following housing activities were accomplished with the disbursement of HOME/CDBG funds:

- 18 owner-occupied homes were rehabilitated with CDBG funds as part of the Neighborhood Preservation Program. Of these 18 homeowners, 10 were extremely low income (30%), 2 were low income (50%), and 6 were moderate income (80%).
- 85 rental housing units (the Tabora Gardens project) were constructed with HOME funds, 5 of which are HOME-assisted and are reported above. In addition, the project was funded with NSP and HOPWA funds with 4 NSP units and 5 HOPWA units.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The Contra Costa Continuum of Care (CoC) uses a number of strategies to reach out to unsheltered persons experiencing homelessness and assess their individual needs, including direct outreach and marketing, the use of phone-based services including 2-1-1, marketing in other languages (e.g., Spanish), making physical and virtual locations accessible to those with disabilities, and collaborating with local law enforcement. As a part of the Contra Costa Coordinated Entry System, CORE (Coordinated Outreach, Referral and Engagement) Teams serve as an entry point into the homeless system of care, providing both day and evening outreach resources and services to encampments and service sites.

All persons experiencing homelessness receive a VI-SPDAT (Vulnerability Index – Service Prioritization Decision Assistance Tool) assessment, the common assessment tool being used by the Contra Costa Coordinated Entry System to prioritize those with the highest levels of chronicity and acuity for available housing resources and services. Persons are also referred to CARE (Coordinated Assessment Resource) Centers to access services for basic needs, case management, housing navigation, and health care. All staff administering assessments are trained to use trauma-informed and culturally linguistic competent practices, and are knowledgeable about using or accessing auxiliary aids and services for persons with disabilities.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Crisis services, including emergency shelter and transitional housing, are a critical component of the Contra Costa Coordinated Entry System. For individuals and families experiencing a housing crisis that cannot be diverted, CORE Teams and CARE Centers make referrals to nearly 800 emergency shelter and transitional housing beds throughout Contra Costa County. In keeping with a Housing First approach, the goal of Contra Costa's crisis response system is to provide immediate and easy access to safe and decent shelter to anyone who needs it, with the housing-focused goal of re-housing people as quickly as possible. Contra Costa CoC has established system-level performance measures for emergency shelter, including reducing the average length of stay (goal: 50 days); increasing exits to permanent housing (goal: 30%), and increasing non-returns to homelessness (goal: 75%). The average length in time in shelter increased to 91 days in 2017. The reason for this increase is due to the County's CORE Street Outreach teams increasing access for the most vulnerable, and harder to house population. So, although the rates of those moving out of emergency shelter increased, it is taking much longer to do so. Of 119 persons that exited to housing in 2017, 38% exited to permanent housing. Lastly, the non-return rate for 2017 was 85%.



**County Emergency Shelter Funding:** Of the CDBG and ESG funds received by the County for FY 2018/19, \$192,349 (ESG) and \$54,000 (CDBG) was awarded to local emergency shelters to provide shelter and case management services to homeless adults, families and youth and to victims of domestic violence and their children. Upon entry to one of the shelters, each resident or family is assigned a case manager to assist the individual in determining an appropriate service plan that will help them regain housing as soon as possible. The shelters are part of the County's Continuum of Care of services and enables individuals and families the opportunity to work on stabilizing their lives and moving toward a permanent housing solution.

### **State ESG Funding**

State ESG Funding: The State, in consultation with HUD, redesigned its ESG Program prior to the 2016 Program Year. The redesign intended to accomplish the following: align State ESG with local entities' ESG programs and HUD goals; increase coordination of State ESG investments with local homelessness systems and investments; invest in the most impactful activities, based on key performance goals and outcomes; shift from an intensive provider competition, in which local providers competed for State ESG funds with other local providers and providers throughout the State, to a much more local competition and where the administration of the program is streamlined; and improve geographic distribution of funding. Under this program design, the State established a dedicated CoC allocation and simplified process available to California communities that are able to administer ESG locally. Under this process, eligible local government entities can act as Administrative Entities (AE) of State ESG funds in furtherance of these goals. In 2016, HCD began distributing funding to Continuum of Care Service Areas (or Service Areas) through two allocations: Continuum of Care Allocation for Service Areas that contain a city or county that receives ESG directly from HUD; and the Balance of State Allocation for Service Areas that do not contain a city or county that receives ESG directly from HUD. The County's Department of Conservation and Development (DCD) receives ESG funds directly from HUD to administer the County's own ESG Program, so it is an eligible local government entity that can act as an AE of State ESG funds under the State's program. On March 30, 2016, the State approved DCD as an AE to administer State ESG funds on behalf of the State for the County's CoC Service Area, which includes all of Contra Costa County, with emphasis toward households/residents of the cities of Antioch, Concord, Pittsburg, and Walnut Creek, as required by the State ESG regulations. The other cities in the County, including Richmond, are part of the Urban County and are therefore served the County's direct ESG grant.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The Contra Costa Coordinated Entry System is centralizing prevention/diversion services. Streamlined and coordinated intake procedures are being used for both phone- and site-based entry points to the system to identify clients on the brink of homelessness and connect them to prevention and mainstream services.

Clients are connected to prevention providers (SHELTER Inc., Trinity Center, and County Homeless Program) via Contra Costa Crisis Center (2-1-1), and work is underway to enhance partnerships with other providers in the region (Catholic Charities). The Coordinated Entry Prevention/Diversion Workgroup (newly formed this year) is conducting a gaps analysis of available prevention/diversion resources, and is piloting new programming to help individuals and families avoid becoming homeless. Per the Contra Costa CoC 2014 Strategic Plan Update, Contra Costa is expanding landlord liaisons & developing a housing stability fund to help clients retain housing and avoid eviction. Season of Sharing provides \$900k annually in temporary financial assistance (emergency rent payments, utilities, & other aids to prevent homelessness) for families in crisis. Discharge planning w/hospitals, mental health, substance abuse treatment, corrections & foster care systems also help to reduce first time homelessness.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

**SHORTENING LENGTH OF TIME HOMELESS:** Contra Costa's biggest barrier to reducing length of time homeless is lack of affordable housing stock. The Contra Costa Built for Zero campaign, in partnership with Multi-faith ACTION Coalition, has improved landlord engagement by identifying landlords willing to rent to homeless veterans and chronically homeless families. The Contra Costa Coordinated Entry System uses the VI-SPDAT (which includes length of homelessness as measure of vulnerability), which supports reducing length of homelessness. 96% of our providers are Housing First, and our CoC-wide performance measures, tracked in HMIS, include reducing the average length of stay in emergency shelter for permanent housing exits. Available housing is prioritized for longest term homeless and our CoC/ESG providers are committed to reducing length of homelessness.

**CHRONICALLY HOMELESS:** In the 2018 Homeless Point-In-Time (PIT) Count, there were 555 homeless individuals who were chronically homeless, which was an increase of 68% from the previous year. This large one-year increase is due to comprehensive PIT data collection. Over the course of the previous year, the CoC's outreach team better identified encampments that were captured in the 2018 PIT Count. The CORE Street Outreach Program also had six teams conducting PIT data collection, in comparison to two in the previous year. Two-thirds of those chronically homeless were unsheltered the night of the PIT Count. By removing barriers to entry through Housing First, our permanent housing has increased access

for chronically homeless individuals and families. The Contra Costa CoC continues to coordinate resources with the goal of achieving functional zero for the chronically homeless population through Built for Zero.

**FAMILIES WITH CHILDREN:** Families experiencing a housing crisis who cannot be diverted are connected to crisis services and assessed using VI-F-SPDAT. Using a Housing First approach, families are connected to available and appropriate resources, including emergency shelter and warming centers as well as housing. The VI-SPDAT is used to assess and prioritize families for available permanent supportive housing and in the next year will be used to prioritize and refer families for Rapid Rehousing. SHELTER, Inc. is our main RRH provider, assisting families through CoC, ESG, and CalWORKS grants for RRH. SHELTER, Inc. also maintains a phone line (8,000 calls last year) streamlining linkages to RRH. RRH is a key strategy to end family homelessness in the Contra Costa CoC 2014 Strategic Plan update.

**VETERANS:** As a Built for Zero community, a main goal of our CoC is to provide bridges between the Veteran and homeless systems of care. Built for Zero has improved data sharing between programs to assess the number of veterans being housed each month in the community. All CoC program-funded providers, including outreach teams, assess veteran eligibility using a standardized HMIS intake form. Outreach teams link qualifying clients to veteran service providers. Three providers (SHELTER, Inc., Berkeley Food & Housing, and the East Bay Community Recovery Project) partner to ensure clients are able to access SSVF using a Housing First model with full geographic coverage. Veterans service representatives through the County VA assist clients with any veterans claim to ensure maximum benefits are awarded.

**UNACCOMPANIED YOUTH:** Cross organization collaboration also occurs with school districts and County Department of Education. The Council on Homelessness includes an Educational and Vocational Services Representative, who serves as our liaison to families in the school system experiencing homelessness, currently provides technical assistance, professional development and legislation tracking support to 18 districts and works directly with youth in foster care. Contra Costa employs a Homeless Education Liaison through McKinney-Vento funding, who works to address the educational needs of homeless children & parents. Representatives from the CoC regularly participate in USD meetings, with CoC-funded provider SHELTER, Inc. staff serving on the Contra Costa Local Planning Council for Child Care & Development. These partnerships ensure that homeless families and unaccompanied youth are connected to the Contra Costa Coordinated Entry System. A youth advisory board is currently under development to further inform our youth homeless system of care, and we are partnering with the Department of Education and youth ambassadors to improve the 2018 Point-in-Time Count, to improve our understanding about unaccompanied youth experiencing homelessness in Contra Costa.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

Housing Authority of the County of Contra Costa (HACCC) has begun a long-term project to reposition and rehabilitate its public housing portfolio in the face of ever-decreasing federal, state and local funding. The initial step in this process is the disposition via RAD of the agency's Las Deltas public housing property in North Richmond. HACCC has received approval from HUD to move forward with the RAD conversion of this property. The public housing subsidies received for the 214 units at Las Deltas will be converted to RAD project-based voucher assistance at eleven new or rehabilitated housing developments throughout the County. The units at Las Deltas will help produce at least 502 units of new or rehabilitated affordable housing throughout the County. Of this total, 125 of the units, to date, will be funded directly with the RAD project-based vouchers received for Las Deltas, 161 will be funded with "regular" project-based vouchers from the housing authority's existing funding and 216 will be funded using other affordable housing funds. An additional 89 units are to be committed to other RAD transactions or replaced through the HUD Demolition and Disposition process that will result in at least another 89 units of funding for voucher replacement units and likely more units leveraged for further project-based voucher assistance.

HACCC utilized \$2,069,430 of HUD funding for the following improvements:

- \$339,349 - Demolition of 6 buildings at the Las Deltas development.
- \$157,164 - Relocation costs - RAD
- \$454,964 - Security window and door covers for vacant units at the Las Deltas development.
- \$488,200 - Repair of 4 fire-damaged units at the Bayo Vista development.
- \$305,578 - Tree trimming and removal at 3 developments.
- \$34,665 - Computer upgrade
- \$259,930 - Replace smoke and carbon monoxide detectors in all units
- \$28,980 - Replace refrigerators, ranges and other dwelling equipment.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

HACCC holds quarterly meetings/social events at five public housing properties. Tenants from nearby properties also attend these events.

HACCC and Contra Costa County libraries partnered and received over 5,000 books for low income residents in Contra Costa County.

El Pueblo residents' council worked with the Asset Manager and received funding to purchase school uniforms for the youth at the development.

Bayo Vista Development created baseball, football and basketball teams in collaboration with Sheriffs for the youth.

Back to school gatherings were held at four public housing sites. Backpack and school supplies were given to school-age children at these properties.

Free lunch programs are operated at Bayo Vista, El Pueblo and Vista Del Camino housing developments.

HACCC participates in the Campaign for Grade Level Reading. HACCC operates small give-away libraries at four public housing sites and offer children's books to families. Staff have given away over 3,000 children's books this year.

HACCC partnered with Pittsburg Police Department and the Sheriff's Department to provide Thanksgiving and Christmas meals to residents in the El Pueblo, Bayo Vista and North Richmond developments.

Bayo Vista held a community mural dedication for a mural created and designed by community youth. Over 250 community members attended.

As part of the Las Deltas RAD conversion, we are working with a family to see if they are eligible to purchase the public housing unit in which they live. This option will be explored with other families too.

HACCC partnered with REACH, a local nonprofit that focuses on women returning to society from the prison system. REACH has offices at Las Deltas to provide counseling and other services.

The HACCC has three public housing properties that provide summer and afterschool programs targeting 8-16 year-olds. These programs provided youth the opportunity to attend A's game and experience a boat trip.

Staff is meeting regularly with elderly and disabled residents to better determine their service needs.

The Resident Advisory Board met six times this year to discuss HACCC policies. Their input will be used to craft the Agency's next Annual Plan.

### **Actions taken to provide assistance to troubled PHAs**

Not applicable. HACCC is not designated as troubled.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The County will continue its efforts to remove or ameliorate public policies which negatively impact affordable housing development in the County including the following:

- Through the Density Bonus Ordinance, the County is required to grant one density bonus and incentives or concessions when an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus that will contain at least one of the following: ten percent of the total units for lower income households; five percent of the total units for very low income households; a senior citizen housing development, or a mobile home park that limits residency based on age requirements for housing older persons; ten percent of the total dwelling units in a common interest development for persons and families of moderate income, provided that all units in the development are offered to the public for purchase; ten percent of the total units of a housing development for transitional foster youth, or homeless persons; or twenty percent of the total units for lower income students in a student housing development that meets requirements for persons who are enrolled as full time students, twenty percent of units will be used for lower income students, the rent provided for the lower income students shall be calculated at thirty percent of sixty five percent of the area median income for single-room occupancy unit type, and the development will provide a priority for the applicable affordable units for lower income students experiencing homelessness.
- Through the Inclusionary Housing Ordinance, the County requires all developers of five or more residential units to provide 15 percent of the units at affordable costs to moderate, low or very-low income households depending on the type of project. Developers may pay a fee in lieu of providing the affordable units if the project is 125 residential units or less.
- Through the Farmworker Housing Ordinance, the County has established requirements and standards for housing accommodations for five or more farmworkers, and established ministerial review and discretionary review process for different housing accommodation types. Housing accommodations for four or fewer farmworkers are not regulated separately by the County Zoning Code, but must comply with all zoning requirements of the zoning district where the housing accommodations are located.
- Through the Accessory Dwelling Units Ordinance, the County has authorized accessory dwelling units, established procedures for reviewing and approving their development to ensure healthy and safe residential living environments, established location and development standards, and requires ministerial review of their proposed development.

**Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The County's efforts to increase and maintain the supply of affordable housing, and to meet the objectives identified in the Consolidated Plan, described in the general narrative sections of this report, are all directed to meeting underserved needs. In addition, the criteria for target population and alleviation of affordable housing needs employed in the allocation of HOME and CDBG funds for housing, establish a priority for projects that reserve a portion of the units for extremely-low income and/or special needs populations.

The following are obstacles to meeting needs of the underserved:

Accessibility to Services: Lack of accessibility to services can be the result of lack of transportation for those in need, services that are not delivered in a culturally appropriate manner or in the appropriate language, burdensome prerequisites to accessing services ("red tape"), and services that are not provided in proximity to those in need. Lack of transportation is a particular challenge for those who do not drive, do not have a car, or are elderly and for persons with disabilities. Most if not all of the public service projects listed in AP-38 are located within the neighborhoods or communities of the target population to provide easy accessibility to their services. Some of the public service projects serving the elderly or persons with disabilities provide transportation to their services or provide "in-home" services.

Awareness of Services: The lack of awareness of the availability of services by those in need and a lack of knowledge about how to access services are significant obstacles to the provision of services. All agencies receiving CDBG, HOME, ESG, or HOPWA funds from the County must provide significant outreach to those in need. County DCD staff continues to monitor CDBG/HOME/ESG/HOPWA funded agencies to verify if an agency's outreach is adequate and that outreach materials are available in various languages.

Coordination of Services: Those in need often access services from several points; similar services may also be provided by more than one agency. Those being served by one agency may have needs that are not being addressed by the particular agency currently serving that person or family. County DCD staff advocates that CDBG/HOME/ESG/HOPWA funded agencies collaborate and coordinate with other agencies in the community or serving their target population. DCD staff continue to encourage agencies to collaborate and coordinate to avoid duplication and to provide more efficient services to their clients or target populations.

Resources: Resources are generally less than required to meet the level of need. The CDBG/HOME/ESG/HOPWA funds that are available are prioritized to the high Priority Needs and Goals established in the 2015-2020 Consolidated Plan. Funding is also prioritized to those undertakings that represent the most efficient use of funds, are delivered by the most qualified persons, and serve the broadest area.

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**



The County has incorporated the requirements of the lead-based paint regulations (24 CFR PART 35) into its affected programs, including the homeowner and rental rehabilitation programs. These programs developed implementation plans that include procedures to test for lead-based paint, determine a scope of work to address lead-based paint hazards, ensure qualified contractors are performing the required work, and obtain a clearance examination at project completion.

Additionally, the County's Neighborhood Preservation Program, a home rehabilitation program, provides grants to homeowners who have received rehabilitation loans and need to abate lead hazards.

### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

The movement of people to above the poverty line involves a variety of policies and programs that extend beyond providing opportunities for employment at a living wage. Access to education, transportation, childcare, and housing are also key components that can assist persons to secure and retain economically self-sustaining employment. The County employs a variety of strategies to help alleviate poverty in the Urban County, including efforts to stimulate economic growth and job opportunities, and to provide Urban County residents with the skills and abilities required to take advantage of those opportunities.

In FY 2018/19, the CDBG program provided funds for four job training and placement programs:

- Opportunity Junction's Bay Point Career Development Services program (18-39-ED) and Job Training and Placement program (18-40-ED) provided personalized vocational training and job placement for persons to establish careers in information technology.
- New Horizons Career Development Center, Inc.'s Education, Job Training, Life Skills, and Job Placement Services program (18-08-PS) provided ongoing job training, job placement, life skills training, and GED preparatory training.
- Open Opportunities' Future Build Pre-Apprenticeship Training Program (18-38-ED) provided job training and job placement services in the construction trades.
- Multicultural Institute's Lifeskills/Day Labor Program (18-37-ED) provided job-matching, individualized assistance with health, legal and educational needs.

In FY 2018/19, the CDBG program provided funds for a number of programs that do not aid in employment, but are crucial to the reduction of poverty:

- Bay Area Legal Aid's Tenant Landlord Housing Services Collaboration program (18-01-PS) provided counseling and legal services to County tenants on their housing rights.
- Community Housing Development Corporation's Home Equity Preservation Alliance (18-02-PS) program provided education, counseling, and case management regarding foreclosures.
- CocoKids Road to Success program (18-36-ED) provides microenterprise assistance to low-income residents seeking to start or maintain licensed home-based family child care businesses.
- Lamorinda Spirit's Lamorinda Spirit Van Senior Transportation Program (18-15-PS) provides

transportation to the elderly so that they may maintain their normal lifestyle and age in their homes.

- Mount Diablo Unified School District's CARES After School Enrichment Program (18-27-PS) provides after-school childcare and enrichment to elementary and middle school students.

#### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

DCD continues to provide technical assistance to non-profits to build capacity and assist in the development of programs and projects designed to meet the County's Consolidated Plan objectives through individual meetings and workshops held during the program year. Further, the Department works with non-profits to achieve designation as a Community Housing Development Organization (CHDO) and/or Community Based Development Organization (CBDO) for purposes of participating in the Consortium HOME and County CDBG affordable housing programs.

#### **Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The County's efforts to coordinate activities and strategies for affordable housing development and the provision of emergency and transitional housing and supportive services included cooperative planning efforts as well as participation in a number of countywide housing and service provider organizations. Planning efforts undertaken during the FY 2018/19 included the following:

- Contra Costa Consortium members continued to work on strategies and actions designed to overcome identified impediments and eliminate problems of housing discrimination in Contra Costa.
- The Continuum of Care and the Council on Homelessness worked with Contra Costa jurisdictions, public and private agencies, the interfaith community, homeless advocacy groups and other community organizations to implement the Continuum of Care Plan, which includes strategies and programs designed to alleviate homelessness, and the Ten Year Plan to End Homelessness.
- In addition to the above, the County participated in a number of countywide housing and service provider organizations, which are intended to share resources and coordinate strategies and programs for affordable housing and community development activities.

#### **Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

Urban County staff, along with staff from the other Contra Costa CDBG entitlement jurisdictions (Antioch, Concord, Pittsburg, and Walnut Creek), worked together to prepare the Contra Costa Consortium Analysis of Impediments to Fair Housing Choice (AI). This document outlines and identifies barriers to fair housing and presents a plan to properly navigate them. An update of the AI was completed and approved by each Contra Costa CDBG entitlement jurisdiction on June 11, 2019 for the

period of 2020-2025. The AI is available on the County website at <https://www.contracosta.ca.gov/7196/2020-2025-Analysis-of-ImpedimentsAssessm>.

To address impediments identified in the study, the Update to the AI offers a set of recommendations for consideration. Below are the following in which the County has taken action to fulfill the recommendations.

**Recommendation # 1:** Increase Public Awareness of Fair Housing Rights – The County and the Consortium cities continue to provide CDBG support to agencies to provide Fair Housing consulting services. Fair housing service providers and their partner agencies continue to expand outreach to the community regarding fair housing rights. Eden Council for Hope and Opportunity (ECHO) is one example of a service provider that conducted fair housing trainings and outreach at 16 non-profit agencies throughout the County. This outreach was focused on low-income communities and described their services and contact information. Many of these communities contain a significant number of Spanish-speaking and other non-English speaking residents.

**Recommendation # 2:** Improve Financial Assistance for Housing – The County and cities continue to collaborate to expand affordable housing in communities where such opportunities are limited. The County and many of the Consortium cities have continued to allocate resources to encourage and facilitate the development of affordable housing throughout the entire Consortium, resulting in the development of new affordable housing. Additionally, provisions were made for a single-family rehabilitation program, first-time homebuyer programs, and fair housing counseling, legal service and outreach. In addition, the County continues to provide CDBG financial support for tenant/landlord services for low-income residents of the County. Lastly, the County's Mortgage Credit Certificate program reserves 40 percent of its allocation for households with incomes at or below 80 percent of the area median income. Lenders have cooperated with the program, and 10 Mortgage Credit Certificates were provided to low-income households.

**Recommendation # 3:** Review Home Purchase Loan Denial Figures with Local Lenders – The County and the Consortium cities have incorporated in the CDBG contracts with their respective Fair Housing consulting agencies a review and monitoring of HMDA data in regard to loan denial rates among racial/ethnic minorities. The agencies will provide an update of their reviews of this information in quarterly reports and in quarterly meetings with the County and Consortium cities.

**Recommendation # 4:** Increase Access to Special Needs Housing – The County and the Consortium cities will inform its Fair Housing services providers to incorporate education and information to tenant, owners, and agents of rental properties about the necessity to provide equal access to housing to special needs populations.

**Recommendation #5:** Review Municipalities Planning Code and Offer Incentives - This recommendation is a long-term goal and the County will begin developing steps to implement this recommendation. However, the County has continued its efforts to remove or ameliorate public

policies within County code that negatively impact affordable housing development in the County including the following: Through the Density Bonus Ordinance, the County is required to grant one density bonus and incentives or concessions when an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus that will contain at least one of the following: ten percent of the for lower income households; five percent of the total units for very low income households; a senior citizen housing development, or a mobile home park that limits residency based on age requirements for housing older persons; or ten percent of the total dwelling units in a common interest development for persons and families of moderate income, provided that all units in the development are offered to the public for purchase. The Inclusionary Housing Ordinance requires all developers of five or more units to provide 15 percent of the units at affordable costs to moderate, low or very-low income households depending on the type of project. Developers may pay a fee in lieu of providing the affordable units. The County will review and develop new regulations to permit the development of agriculturally related structures on agriculturally zoned land without a use permit in order to encourage the provision of onsite farmworker housing.

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## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The County Department of Conservation and Development (DCD) is responsible for administration of the following federally funded programs: CDBG, HOME, NSP, ESG and HOPWA. All projects funded through these programs are monitored by DCD to ensure that the projects achieve their approved objectives in a manner consistent with federal regulations, the Consolidated Plan, and other local planning requirements. DCD's monitoring process consists of the following:

- Prior to funding consideration, all project applications are reviewed to ensure consistency with federal regulations, Board of Supervisor policy, the Consolidated Plan, the Analysis of Impediments to Fair Housing Choice (if applicable) and the County Housing Element (if applicable).
- All project sponsors receiving an allocation of CDBG, HOME, NSP, HOPWA and/or ESG funds are required to enter into Project Agreements which specify project objectives, scope of work, eligible activities, performance targets, project budget, implementation time frame, federal regulatory requirements, and monitoring and reporting requirements.
- During project implementation, project sponsors are required to submit periodic progress reports detailing project progress, significant problems encountered (and their resolution), project funding and expenditures, affirmative marketing activity and quantitative participation data that illustrates findings on the amount of outreach to women and minority-owned businesses. In addition, projects are monitored as applicable for compliance with federal accounting and procurement standards, labor and construction standards, relocation, affirmative marketing, equal opportunity, fair housing, and other federal requirements.
- Following project completion, project sponsors are required to submit Project Completion Reports identifying: project accomplishments; population served, including data on household characteristics (e.g., income, ethnicity); rent and/or housing affordability; and total sources and uses of funds.

Affordable housing development projects (e.g., acquisition, rehabilitation, new construction) must also submit annual compliance reports designed to ensure continued compliance with federal regulations, affordability and use restrictions, and other requirements as specified in the project loan documents. In addition, all HOME-assisted projects are subject to periodic onsite inspections to ensure continued compliance with local housing code.

## **Citizen Participation Plan 91.105(d); 91.115(d)**

### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

Contra Costa County set a minimum 15-day comment period for citizen participation and to receive comments on the CAPER. Notices announcing the public hearing date to consider acceptance of the CAPER are posted in local newspapers, as well as the County website at least 15 days prior to the public hearing date. A notice announcing the draft of the CAPER and the public hearing date for the CAPER was published on the County website and in the Contra Costa Times on September 8, 2019. The County's Board of Supervisors accepted the FY 2018/19 CAPER at its September 24, 2019 meeting. There were no public comments received prior to or at the September 24, 2019 Board of Supervisors meeting. The draft CAPER was made available for review at the County's Department of Conservation and Development office, and on the following website: <https://www.contracosta.ca.gov/4823/Community-Development-Block-Grant>.

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**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The County does not anticipate changing any of its program objectives. However, it does anticipate an increase in the number of people served by the County's activities due to the City of Richmond becoming part of the County's CDBG Urban County area beginning in FY 2016/17.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

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## CR-50 - HOME 91.520(d)

### Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Effective January 24, 2015, participating jurisdictions are now required to inspect rental projects funded with HOME funds at least once every three years during the required period of affordability. DCD staff monitors units in one of the three regions of the County (East, Central and West) each year. Staff inspects 15 percent of the HOME-assisted units for each monitored project. Copies of the inspection reports are maintained at the DCD offices.

During FY 2018/19, the County performed on-site inspections of 54 HOME-assisted units located in Central Contra Costa County. Concurrent with the on-site physical inspections, DCD staff inspects tenant files to ensure the management company complies with the HOME program and local County requirements. The review includes income certifications, rent and utility allowance calculations, and appropriate tenant lease provisions, as well as the annual project audit and operating budget. For all projects with failed units, the County works with the owner and property management company to bring the unit in compliance within 30 days. The following table summarizes the on-site physical inspections completed during the fiscal year:

Project Name	# of Units Inspected	# Unit of Passed	# of Units Failed
Acalanes Court	1	1	0
Aboleda	3	3	0
Aspen Court	1	1	0
Belle Terre	3	3	0
Berrellessa Palms	3	3	0
Caldera Place	1	1	0
Coggins Square	6	6	0
Lakeside	8	6	2
Monte Verde	5	5	0
Montego Place	2	2	0
Riley Court	2	0	2
Sycamore Place	2	2	0
Tabora Gardens	1	1	0
Valley Vista	8	8	0
Villa Vasconcellos	4	2	2
Virginia Lane	4	0	4
Totals	54	44	10

**Table 14 - On-Site Inspections FY 2018/19**

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**Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units.  
92.351(b)**

The objective of affirmative marketing is to promote equal access to housing by all groups within the market area. The County has adopted the following policies and measures:

Information concerning the availability of funding, housing opportunities, and fair housing and affirmative marketing requirements will be distributed to the general public; all jurisdictions and housing agencies located in the County; property owners and developers of affordable housing; and minority and public interest groups.

Notices of funds available are posted on the County website at <http://www.contracosta.ca.gov/CDBG>

Informational material describing the HOME, CDBG, NSP, HOPWA and ESG Programs is available at <http://www.contracosta.ca.gov/aff-hsg-dev> (for developers) <http://www.contracosta.ca.gov/affordablehousing> (for consumers).

The County will maintain records concerning the above activities, including copies of press releases, affirmative marketing materials distributed, and workshops and meetings held with the above groups and organizations.

The County requires owners of federally assisted housing to comply with federal fair housing law and employ the following affirmative marketing activities:

- Advertise the availability of assisted units in local newspapers and newsletters, such as those published by minority groups, neighborhood churches, public service organizations, etc.; and on bulletin boards in community gathering spots (e.g. community center, church, supermarket, laundromat, fair housing/housing counseling agency, and employment offices).
- Contact appropriate community organizations and representatives of minority and other disadvantaged groups to solicit tenants and provide information about the availability of the assisted units.
- Display the Equal Housing Opportunity logo at the project location and in all advertisements pertaining to assisted units.

**Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**

The amount of HOME program income (PI) received in FY 2018/19 was \$307,660. The amount of HOME PI used on projects during FY 2018/19 was \$1,018,129, which includes PI from previous years. The unexpended PI funds will be allocated to a housing development during the FY 2020/21 Action Plan cycle. With the new HUD procedures, the County will start allocating PI to specific projects.

**Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing) 91.320(j)**

Market factors such as the high cost of land suitable for residential development and high construction costs continue to be significant constraints on the development of affordable housing in Contra Costa. In addition, the elimination of redevelopment agencies has made it much more difficult to obtain funding for affordable housing development. The County attempts to counter these factors with strategies and subsidy programs to develop affordable rental housing and homeownership opportunities. Actions undertaken by the County to decrease development costs and eliminate barriers to affordable housing include the following:

- The County adopted an Inclusionary Housing Ordinance which requires developers to provide 15 percent of the units as affordable to moderate, low, or very-low income households.
- The County has a density bonus ordinance to permit increased densities for housing developments that include units affordable to low-income households.

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# CR-60 - ESG 91.520(g) (ESG Recipients only)

## ESG Supplement to the CAPER in *e-snaps*

### For Paperwork Reduction Act

#### 1. Recipient Information—All Recipients Complete

##### Basic Grant Information

Recipient Name	CONTRA COSTA COUNTY
Organizational DUNS Number	139441955
EIN/TIN Number	946000509
Identify the Field Office	SAN FRANCISCO
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	Richmond/Contra Costa County CoC

##### ESG Contact Name

Prefix	Mr
First Name	Gabriel
Middle Name	0
Last Name	Lemus
Suffix	0
Title	Principal Planner

##### ESG Contact Address

Street Address 1	Department of Conservation and Development
Street Address 2	30 Muir Road
City	Martinez
State	CA
ZIP Code	-
Phone Number	9256747882
Extension	0
Fax Number	0
Email Address	gabriel.lemus@dcd.cccounty.us

##### ESG Secondary Contact

Prefix	Ms
First Name	KARA
Last Name	DOUGLAS
Suffix	0
Title	Assistant Deputy Director
Phone Number	9256747880
Extension	0
Email Address	kara.douglas@dcd.cccounty.us

## 2. Reporting Period—All Recipients Complete

Program Year Start Date 07/01/2018  
Program Year End Date 06/30/2019

### 3a. Subrecipient Form – Complete one form for each subrecipient

**Subrecipient or Contractor Name:** SHELTER INC. OF CONTRA COSTA COUNTY  
**City:** CONTRA COSTA COUNTY CONSORTIUM  
**State:** CA  
**Zip Code:** ,  
**DUNS Number:**  
**Is subrecipient a victim services provider:** N  
**Subrecipient Organization Type:** Other Non-Profit Organization  
**ESG Subgrant or Contract Award Amount:** 0

**Subrecipient or Contractor Name:** Contra Costa County Health Services  
**City:** Martinez  
**State:** CA  
**Zip Code:** ,  
**DUNS Number:** 071687883  
**Is subrecipient a victim services provider:** N  
**Subrecipient Organization Type:** Unit of Government  
**ESG Subgrant or Contract Award Amount:** 0

**Subrecipient or Contractor Name:** Contra Costa Health Services Homeless Program  
**City:** Martinez  
**State:** CA  
**Zip Code:** 94553, 4675  
**DUNS Number:** 071687883  
**Is subrecipient a victim services provider:** N  
**Subrecipient Organization Type:** Unit of Government  
**ESG Subgrant or Contract Award Amount:** 0

**Subrecipient or Contractor Name:** SHELTER, Inc.

**City:** Martinez

**State:** CA

**Zip Code:** 94553, 4219

**DUNS Number:** 625691985

**Is subrecipient a victim services provider:** N

**Subrecipient Organization Type:** Other Non-Profit Organization

**ESG Subgrant or Contract Award Amount:** 0

**Subrecipient or Contractor Name:** STAND! For Families Free of Violence

**City:** Concord

**State:** CA

**Zip Code:** 94520, 7979

**DUNS Number:** 603066127

**Is subrecipient a victim services provider:** Y

**Subrecipient Organization Type:** Other Non-Profit Organization

**ESG Subgrant or Contract Award Amount:** 0

**Subrecipient or Contractor Name:** St. Paul's Episcopal Church - Trinity Center

**City:** Walnut Creek

**State:** CA

**Zip Code:** 94596, 4037

**DUNS Number:**

**Is subrecipient a victim services provider:** N

**Subrecipient Organization Type:** Other Non-Profit Organization

**ESG Subgrant or Contract Award Amount:** 0

## CR-65 - Persons Assisted

### 4. Persons Served

#### 4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 16 – Household Information for Homeless Prevention Activities

#### 4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 17 – Household Information for Rapid Re-Housing Activities

#### 4c. Complete for Shelter

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 18 – Shelter Information



#### 4d. Street Outreach

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 19 – Household Information for Street Outreach

#### 4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 20 – Household Information for Persons Served with ESG

#### 5. Gender—Complete for All Activities

	Total
Male	0
Female	0
Transgender	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 21 – Gender Information

## 6. Age—Complete for All Activities

	Total
Under 18	0
18-24	0
25 and over	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 22 – Age Information

## 7. Special Populations Served—Complete for All Activities

Number of Persons in Households				
Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans	0	0	0	0
Victims of Domestic Violence	0	0	0	0
Elderly	0	0	0	0
HIV/AIDS	0	0	0	0
Chronically Homeless	0	0	0	0
<b>Persons with Disabilities:</b>				
Severely Mentally Ill	0	0	0	0
Chronic Substance Abuse	0	0	0	0
Other Disability	0	0	0	0
Total (Unduplicated if possible)	0	0	0	0

Table 23 – Special Population Served

## CR-65 Narrative

The tables within CR-65 are intentionally left blank as directed by HUD. The information for CR-65 is reported within the Sage system (the ESG-CAPER Annual Reporting Tool/System). Sage is the system that configures aggregate information from the Homeless Management Information System (HMIS) and produces all statistical information required by HUD on program participants served in ESG-funded projects. The Sage system report for the County's ESG program is attached as Attachment A.

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## CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

### 10. Shelter Utilization

Number of New Units - Rehabbed	0
Number of New Units - Conversion	0
Total Number of bed-nights available	130,441
Total Number of bed-nights provided	130,441
Capacity Utilization	100.00%

Table 24 – Shelter Capacity

### 11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

The County continues to make progress in its goal to end homelessness. Below is a table of the system-wide outcomes and efficiency measures developed in consultation with the CoC for winter and year-round emergency shelter with the FY 2018/19 results.

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Contra Costa County  
System-wide Outcomes and Efficiency Measures  
Report Period 7/01/17 - 6/30/18

Outcomes	Shelter (Winter and year-round shelters) Total exits: 1,316
Obtain permanent housing (1)	35.41% (466)
Exiting to streets or shelter	19.98% (263)
Exiting with earned income (employment)	11.17% (147)
Of those adults entering with no income, number exiting with stable income (2)	10.89% (56 of 514)
Discharged to permanent housing last year	476
<b>Efficiency/Process Measures</b>	
Exits to Known Destinations	86.62%
Time from entry to permanent housing for those obtaining permanent housing Goal: At least 50% of those who gain PH will do so within 60 days.	47.64%

(1) Permanent housing includes rental housing (with or without subsidy), home ownership (with or without subsidy), permanent supportive housing for formerly homeless and exits to family and friends.

(2) Stable income include SSI, SDI, Social Security, TANF, Veterans Pension, Veterans Disability, Earned Income and Pension from former job.

(3) Occupancy is calculated using the average daily occupancy during sample months divided by the total number of beds in HUD Housing Inventory Chart for that specific project type.

## CR-75 – Expenditures

### 11. Expenditures

#### 11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2016	2017	2018
Expenditures for Rental Assistance	0	0	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	6,423	4,903	21,424
Expenditures for Housing Relocation & Stabilization Services - Services	2,672	8,031	29,600
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	0	0	0
<b>Subtotal Homelessness Prevention</b>	<b>9,095</b>	<b>12,934</b>	<b>51,024</b>

Table 25 – ESG Expenditures for Homelessness Prevention

#### 11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2016	2017	2018
Expenditures for Rental Assistance	0	0	
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	12,625	27,220	23,713
Expenditures for Housing Relocation & Stabilization Services - Services	44,655	53,341	44,321
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	0	0	0
<b>Subtotal Rapid Re-Housing</b>	<b>57,280</b>	<b>80,561</b>	<b>68,034</b>

Table 26 – ESG Expenditures for Rapid Re-Housing

#### 11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2016	2017	2018
Essential Services	42,066	72,145	72,158
Operations	118,365	147,021	146,367
Renovation	0	0	
Major Rehab	0	0	
Conversion	0	0	
<b>Subtotal</b>	<b>160,431</b>	<b>219,166</b>	<b>218,525</b>

Table 27 – ESG Expenditures for Emergency Shelter

**11d. Other Grant Expenditures**

	Dollar Amount of Expenditures in Program Year		
	2016	2017	2018
Street Outreach	0	0	
HMIS	0	0	
Administration	22,047	29,354	23,056

**Table 28 - Other Grant Expenditures****11e. Total ESG Grant Funds**

Total ESG Funds Expended	2016	2017	2018
	248,853	342,015	360,639

**Table 29 - Total ESG Funds Expended****11f. Match Source**

	2016	2017	2018
Other Non-ESG HUD Funds	191,693	164,076	151,878
Other Federal Funds	407,876	283,556	345,090
State Government	1,145,591	1,347,307	1,629,638
Local Government	692,265	578,710	1,458,535
Private Funds	624,119	740,453	855,563
Other	54,247	71,576	98,634
Fees	0	0	0
Program Income	0	0	0
<b>Total Match Amount</b>	<b>3,115,791</b>	<b>3,185,678</b>	<b>4,539,341</b>

**Table 30 - Other Funds Expended on Eligible ESG Activities****11g. Total**

Total Amount of Funds Expended on ESG Activities	2016	2017	2018
	3,364,644	3,527,693	4,899,980

**Table 31 - Total Amount of Funds Expended on ESG Activities**

## **Attachment B: Completed and Ongoing Projects by Funding Category**

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**CONTRA COSTA COUNTY  
FY 2018/19 CAPER  
Public Service Projects**

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG Funds Budgeted	FY 2018/19 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)											Income			
											Am.Ind/ Alskn Native Hisp.	Native Haw'n/ Pacific Is. Hisp.	Am. Ind./ White Hisp.	Asian/ White Hisp.	Af.Am/ White Hisp.	Am.Ind/ Af.Am Hisp.	Other Hisp.					
								White Hisp.	Af.Am Hisp.	Asian Hisp.									30%	50%	80%	% of total
Objective CD - 1 General Public Services: Ensure that opportunities and services are provided to improve the quality of life and independence for lower-income persons, and ensure access to programs that promote prevention and early intervention related to a variety of social concerns such as substance abuse, hunger, and other issues.																						
18-01-PS	Bay Area Legal Aid 1025 MacDonald Ave. Richmond, CA 94801 (510) 903-2612	Landlord/Tenant Housing Services Collaborative - Urban County	The purpose of this program is to provide landlord/tenant counseling services and/or legal services to Contra Costa County tenants and landlords on their rights and responsibilities under federal, state and local housing laws. <b>Primary Performance Measurement: Provide comprehensive landlord/tenant counseling and legal services to 510 lower income residents.</b>	Complete.		\$80,000	\$80,000.00	822	288 42	490 5	36 3	31 10	1	6 2	4	15	1	286 185	541	165	106	99%
18-02-PS	Community Housing Development Corporation of North Richmond 1535-A Third Street Richmond, CA 94801 (510) 412-9290	Home Equity Preservation Alliance - Urban County	Provide one-on-one assistance to lower income homeowners who are facing or in foreclosure and conduct community education events. <b>Primary Performance Measurement: Provide one-on-one counseling to 80 Urban County Homeowners facing foreclosure and conduct at least one community education events.</b>	Complete. However, the subrecipient fell short of their goal by 2 clients.		\$25,000	\$25,000.00	78	25	28 2	10	3	2 1	0	1	2	0	7	0	18	60	100%
18-03-PS	Community Housing Development Corporation of North Richmond 1535-A Third Street Richmond, CA 94801 (510) 412-9290	Multicultural / Senior Family Center - North Richmond Census Tract: 3650.02	The purpose of this program is to operate and maintain a community center for residents of North Richmond. The center provides nutrition programs, senior services, educational, social and multi-cultural programs. <b>Primary Performance Measurement: Provide services to a minimum of 400 Urban County residents (unduplicated).</b>	Complete.		\$55,000	\$55,000.00	491	This program serves an area that meets the criteria for an "area benefit" activity.													
18-04-PS	Community Violence Solutions 2101 Van Ness Street San Pablo, CA 94806 (510) 307-4121	Children Sexual Assault Intervention Program - Urban County	The purpose of the program is to provide in-depth forensic interview, counseling, advocacy, and case management services to child victims of sexual assault and their families. <b>Primary Performance Measurement: Provide services to a minimum of 70 children who are victims of sexual assault.</b>	Complete.		\$15,000	\$15,000.00	386	117	58	24	0	0	0	0	0	0	0	386	0	0	100%
18-05-PS	Contra Costa County Service Integration Program- SparkPoint Contra Costa 3105 Willow Pass Road, Bay Point, CA 94565 (925) 252-2309	Community Career Center	The purpose of the program is to provide assistance in gaining skills and resources they need to obtain and maintain employment and move up in their career. The neighborhood-based program strives to advance the economic well-being by providing other significant and meaningful opportunities through SparkPOint and VITA while participating in revitalizing of the community. <b>Primary Performance Measurement: Provide services to 160 Urban County residents.</b>	Complete.		\$12,000	\$12,000.00	189	This program serves an area that meets the criteria for an "area benefit" activity.													
18-06-PS	Food Bank of Contra Costa 4010 Nelson Avenue PO Box 271966 Concord, CA 94520 (925) 676-7542	Collaborative Food Distribution Program - Urban County	The purpose of this program is to alleviate hunger by providing food for low-income and homeless persons throughout the Urban County. <b>Primary Performance Measurement: 9,300 unduplicated low income individuals will receive food through the Food Banks' program distributed at various sites throughout the Urban County.</b>	Complete.		\$46,500	\$46,500.00	9,361	5610 885	2272 38	2649 26	128 30	260 20	119 16	317 11	121 3	101 3	6488 4267	9,361	-	-	100%

**CONTRA COSTA COUNTY  
FY 2018/19 CAPER  
Public Service Projects**

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG Funds Budgeted	FY 2018/19 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)										Income			
								White	Af. Am	Asian	Am.Ind/ Alskn Native	Native Haw/n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af. Am/ White	Am.Ind/ Af Am	Other Hisp.	30%	50%	80%	% of total
18-07-PS	Monument Crisis Center 1990 Market Street Concord, CA 94520 (925) 825-7751	Critical Safety Net Resources for Families and Individuals - Central County	The purpose of this program is to provide wrap-around safety net services through a variety of services including: on-site food distribution, direct referrals and workshops for financial assistance, and other basic information and referrals and support to lower income families. <b>Primary Performance Measurement: Provide assistance to 2,000 lower income persons.</b>	Complete.	\$15,000	\$15,000.00	3,690	1049 244	309 13	237	52 18	63 8	32 9	18	106 1	15 2	1809 1585	3,427	245	18	100%
18-08-PS	New Horizons Career Development Center, Inc. 199 Parker Ave. Rodeo, CA 94572 (510) 799-2916	Education, Job Training, Life Skills and Job Placement Services - West County	The purpose of this program is to provide ongoing job training, job placement, life skills, GED prep and other job-related services to the West County community. <b>Primary Performance Measurement: Provide job readiness education, job training, life skills, and placement services to 300 primarily West County residents.</b>	Complete.	\$25,000	\$24,999.87	584	201 36	337 11	31	0	7	2	1	2	0	3	217	147	220	100%
18-09-PS	City of Richmond - Richmond Public Library 325 Civic Center Drive Richmond, CA 94804 (510) 620-6558	Words on Wheels Program	The purpose of this program is to expand and enhance current Mobile Library Services of the existing Words on Wheels Program to seniors; utilizing a bookvan purchased with funds by the Richmond Library Foundation. Library materials are transported on carts which are rolled off and take inside at community sites. Residents are able to place holds on materials, access WiFi, and take part in library programs. <b>Primary Performance Measurement: Provide services to 125 Urban County Seniors within the Richmond area.</b>	Complete. However, the subrecipient fell short of its goal by 97 clients.	\$12,000	\$11,999.20	43	This program serves an area that meets the criteria for an "area benefit" activity.													
18-10-PS	St. Vincent de Paul 2210 Gladstone Drive, Pittsburg, CA 94565 (925) 439-5060	RotaCare Pittsburg Free Medical Clni at St. Vincent de Paul	The purpose of this program is to provide free urgent and chronic medical care to the uninsured at St. Vincent de Paul, including physician/nurse treatment, lab services, x-rays, MRIs, Ultrasounds, diagnostics, and all pharmaceuticals. Patients are referred for free surgical and specialty care. <b>Primary Performance Measurement: Provide services to 430 Urban County persons.</b>	Complete.	\$12,000	\$11,999.80	478	402 374	26	16	1	18	0	0	0	0	15	429	38	10	100%
18-11-PS	Village Community Resource Center 633 Village Dr. Brentwood, CA 94513 (925) 325-6507	Village Community Resource Center Program Support - East County	The purpose of this program is to provide family-focused, bilingual afterschool tutoring and community-school partnership programming to East County children. <b>Primary Performance Measurement: Provide educational and family-oriented enrichment and programming to 100 students.</b>	Complete.	\$13,000	\$12,999.99	118	96 96	6	13	0	2	0	0	1	0	0	71	36	11	100%
18-12-PS	YWCA of Contra Costa County 1320 Arnold Drive, Suite 170 Martinez, CA 94553 (925) 372-4213	YWCA Family Empowerment Program - 225 Pacifica Avenue Bay Point, CA 94565 Census Tracts: 3141.04, 3141.03, 3142	The purpose of this program is to increase family self-sufficiency through the provision of mental, physical and social/emotional skills training services to families who have children in the YWCA's day care program. <b>Primary Performance Measurement: Based on an initial assessment of participant children's health habits and a final assessment at the end of the school year, assist 100 youth to achieve status of "fully mastered" in physical health habits and tasks.</b>	Complete.	\$10,000	\$9,878.29	107	97 97	8	2	0	0	0	0	0	0	0	87	17	3	100%

**CONTRA COSTA COUNTY  
FY 2018/19 CAPER  
Public Service Projects**

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG Funds Budgeted	FY 2018/19 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)										Income			
								White	Af Am	Asian	Am.Ind/ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af Am/ White	Am.Ind/ Af Am	Other				
								Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	30%	50%	80%	% of total
<b>Objective CD - 2 Non-Homeless Special Needs Population: Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as elderly/frail elderly, persons with disabilities, victims of domestic violence, abused/neglected children, persons with HIV/AIDS, illiterate adults, and migrant farmworkers.</b>																					
18-13-PS	Contra Costa Senior Legal Services 2702 Clayton Road, Ste. 202 Concord, CA 94519 (925) 609-7901	Legal Services for Older Americans - Urban County	The purpose of this program is to prevent the loss of housing, elder abuse, and financial abuse of seniors by providing free legal counsel and direct representation. <b>Primary Performance Measurement: Provide free legal advice, counsel and representation to a minimum of 200 low-income Urban County seniors (unduplicated) to prevent the loss of housing, elder abuse, and financial abuse.</b>	Complete.	\$12,000	\$11,999.31	454	278 33	93	29	6 2	11	0	0	0	0	37	0	454	0	100%
18-14-PS	Court Appointed Special Advocates (CASA) 2151 Salvio Street, Suite 295 Concord, CA 94520 925 256-7284	Children at Risk - Urban County	The purpose of this program is to assist abused and neglected Urban County children who are dependents of the Court system in maneuvering through the system, accessing necessary services and securing long-term permanent homes by providing advocacy and mentoring. <b>Primary Performance Measurement: Provide advocacy and representation services to 50 Urban County abused and neglected children who are wards of the County's Juvenile Dependency Court as a way to improve access to health and social services and a safe and permanent living situation.</b>	Complete.	\$18,000	\$17,999.99	72	28 18	32 2	0	1	0	0	0	9	0	2	72	0	0	100%
18-15-PS	Lamorinda Spirit - City of Lafayette 500 St Marys Road Lafayette, CA 94549 (925) 284-1549	Lamorinda Spirit Van Senior Transportation Program - Central County	The purpose of this program is to provide transportation for Lafayette, Moraga, and Orinda older adults to medical and personal appointments, grocery and sundry shopping, errands, exercise and other classes; lunch at the Congregate Cafe, Walnut Creek Senior Center; Sunday church; and social outings so they may age in their own homes. <b>Primary Performance Measurement: Provide transportation services to 160 Urban County seniors who would otherwise be unable to continue to live in their current home due to mobility.</b>	Complete. However, the subrecipient fell short of its goal by 25 clients.	\$10,000	\$9,258.48	135	109 1	4	16	0	1	3	0	0	0	2	0	135	0	100%
18-16-PS	Lions Center for the Visually Impaired 175 Alvarado Avenue Pittsburg, CA 94565 (925) 432-3013	Independent Living Skills for Blind & Visually Impaired - Urban County	The purpose of this program is to avoid institutionalization and maintain independence in a safe environment for adults with visual impairments by providing in-home independent living skills instruction and training. <b>Primary Performance Measurement: Provide in-home independent living skills instruction and training to 28 visually impaired adults so they will maintain their independence and avoid institutionalization.</b>	Complete.	\$10,000	\$10,000.00	77	40	17	8	0	0	0	0	0	0	12	0	77	0	100%
18-17-PS	Meals on Wheels and Senior Outreach Services 1300 Civic Drive Walnut Creek, CA 94596 (925) 937-8311	Care Management - Urban County	The purpose of this program is to prevent homelessness and premature institutionalization or hospitalization by providing bilingual care management services to seniors. <b>Primary Performance Measurement: Provide professional, bilingual care management services to 140 Urban County seniors at senior centers in Concord, Antioch, San Pablo and Rodeo, including needs assessment, care plan development and information and referral.</b>	Complete.	\$15,000	\$14,999.71	786	582 92	105	46	3	15	0	0	0	0	35	0	786	0	100%

**CONTRA COSTA COUNTY  
FY 2018/19 CAPER  
Public Service Projects**

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG Funds Budgeted	FY 2018/19 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)										Income			
								White	Af. Am.	Asian	Am.Ind./ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af. Am/ White	Am.Ind/ Af Am	Other	30%	50%	80%	% of total
								Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.				
18-18-PS	Meals on Wheels and Senior Outreach Services 1300 Civic Drive Walnut Creek, CA 94596 (925) 937-8312	Senior Nutrition / Congregate Café - Bay, Point, Crockett and Rodeo	The purpose of the Senior Nutrition Program (Congregate Café) is to provide hot, nutritious lunches to Urban County seniors in order to lessen social isolation and to improve general health through increased socialization. <b>Primary Performance Measurement: Provide hot, nutritious meals to 250 Urban County Seniors in order to meet basic nutritional needs, promote socialization and encourage and maintain a healthy lifestyle.</b>	Complete.	\$15,000	\$14,999.86	349	176 12	31	70	8	0	1	0	0	0	63 8	0	349	0	100%
18-19-PS	Ombudsman Services of Contra Costa 4415 Cowell Road, Suite #100 Concord, CA 94518 (925) 685-2070	Ombudsman Services of Contra Costa - Urban County	The purpose of this program is to decrease incidents of elder abuse and quality of care issues for frail and dependent seniors residing in nursing home and residential care facilities located in the Urban County through advocacy. <b>Primary Performance Measurement: 350 dependent adults and elderly residing in long term care facilities will have access to safe and secure environments through the advocacy of trained and certified Ombudsmen who investigate abuse and ensure compliance of facilities with Title 22 regulations for the purpose of creating a suitable living environment.</b>	Complete.	\$10,000	\$8,340.33	811	537	142	6	0	16	0	10	0	0	100	0	811	0	100%
18-20-PS	Pleasant Hill Recreation & Park District 147 Gregory Lane Pleasant Hill, CA 94523 (925) 798-8787	Senior Service Network - 233 Gregory Lane Pleasant Hill	The purpose of this program is to prevent displacement or premature institutionalization of seniors by providing on-site crisis intervention and care management services to Central County seniors, primarily those residing in Pleasant Hill. <b>Primary Performance Measurement: Provide care services to a minimum of 150 low-income seniors throughout the year to prevent displacement or premature institutionalization. Services include but are not limited to: needs assessment, one-on-one counseling,</b>	Complete.	\$10,000	\$9,999.94	153	145 11	1	7	0	0	0	0	0	0	0	0	0	153	100%
18-21-PS	Rainbow Community Center 2118 Willow Pass Road, Suite 500 Concord, CA 94520 (925) 692-0090	Kind Hearts Community Support Program - Urban County	The purpose of this program is to provide outreach and socialization activities, nutritional support and home-based services to Urban County residents with AIDS and Lesbian, Gay, Bisexual and Transgender seniors. <b>Primary Performance Measurement: Provide congregate meals, food pantry services, wellness calls and home visits to 65 LGBT seniors and persons with HIV/AIDS to promote resilience, reduce isolation and rebuild client's social networks.</b>	Complete.	\$10,000	\$9,999.96	68	51 3	4	3	2	0	0	0	8	0	0	0	68	0	100%

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								White	Hisp.	Af.Am Hisp.	Asian Hisp.	Am.Ind/ Alskn Native Hisp.	Native HawN/ Pacifc Is. Hisp.	Am. Ind./ White Hisp.	Asian/ White Hisp.	Af.Am/ White Hisp.	Am.Ind/ Af.Am Hisp.	Other Hisp.	30%	50%	80%
18-22-PS	Contra Costa Family Justice Alliance 256 - 24th Street Richmond, CA 94804 (925) 972-7400	Family Justice Center - West County	The purpose of this program is to provide one-stop services to victims of domestic violence, sexual assault, child abuse, elder abuse and human trafficking. <b>Primary Performance Measurement: Provide resources to meet the needs of 475 clients, impacted by interpersonal violence.</b>	Complete.	\$32,000	\$32,000.00	741	122 14	131 1	48	12 1	4	7 3	0	5	5 1	407 372	0	741	0	100%
18-23-PS	West County Adult Day Care 1015 Nevin Avenue, Ste. 108 Richmond, CA 94801 (510) 235-6276	West County Adult Day Care and Alzheimer's Respite Center - West County	The purpose of the program is to provide day care services to alzheimer's/dementia patients and support services to their caregivers to allow seniors to remain in their homes longer and prevent premature placement in a care facility. <b>Primary Performance Measurement: Provide adult day care and respite services to a minimum of 56 Urban County seniors with Alzheimer's or dementia and their caregivers.</b>	Complete.	\$40,000	\$40,000.00	64	26 8	38	0	0	1	0	0	0	0	0	0	64	0	100%
Objective CD - 3 Youth: Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood.																					
18-24-PS	A Place of Learning 315 Orchard Drive Brentwood, CA 94513	After School Tutoring and Mentoring Program - East County	The purpose of this program is to provide free after school mentoring and tutorial services to underprivileged and English Learning Children in Brentwood, Oakley, Byron, Discovery Bay, Knightsen, and Bethel Island so children can reach their full potential in school. <b>Primary Performance Measurement: Provide support services and teach basic skills to 60 Urban County youth.</b>	Complete. However, the subrecipient fell short of its goal by 25 clients.	\$10,000	\$9,946.23	35	5	1	0	0	0	0	0	1	0	29 29	11	13	7	89%
18-25-PS	East Bay Center for Performing Arts 339 - 11th Street, Richmond, CA 94801	Deep Roots, Wide World Program - West County	The Purpose of this program is to provide sustained access to the performing arts to enrich children's lives, broaden their experience to diverse global art traditions, build community, and support a Countywide initiative to improve third grade reading at four critical sites. <b>Primary Performance Measurement: Provide support services and teach basic skills to 150 Urban County youth.</b>	Complete.	\$11,500	\$11,500.00	1,360	This program serves an area that meets the criteria for an "area benefit" activity.													
18-26-PS	Girls Inc. of West Contra Costa 260 Broadway Richmond, CA 94804 (510) 232-5440	Summer/After-School Education Enrichment Program West County/Richmond	The purpose of this program is provide summer and after-school literacy and science, technology, engineering, and mathematics (STEM) enrichment programming to at least 300 west Contra Costa County youth attending various schools within the West Contra Costa Unified School District. The Program takes place at various schools or community centers in Richmond. <b>Primary Performance Measurement: Provide summer and after-school literacy and STEM enrichment programming to at least 300 west Contra Costa County youth attending various schools within the West Contra Costa Unified School District.</b>	Complete.	\$11,000	\$10,999.84	728	This program serves an area that meets the criteria for an "area benefit" activity.													
18-27-PS	Mount Diablo Unified School District 1266 San Carlos Ave., Room A6 Concord, CA 94518 (925) 691-0351	CARES After School Enrichment Program - Bay Point Census Tracts: 3141.04, 3141.03, 3142	The purpose of this program is to provide enrichment through the CARES After School Program to 700 elementary and middle school students in the Bay Point area as evidenced by on site and off site experiences and programs for students. <b>Primary Performance Measurement: Provide after-school assistance and enrichment to at least 580 Urban County students attending the After School Program at Mt. Diablo High School.</b>	Complete.	\$10,000	\$10,000.00	685	This program serves an area that meets the criteria for an "area benefit" activity.													

**CONTRA COSTA COUNTY  
FY 2018/19 CAPER  
Public Service Projects**

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								White	Af. Am	Asian	Am.Ind./ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af. Am/ White	Am.Ind./ Af Am	Other	30%	50%	80%	% of total
18-28-PS	RYSE, Inc. 205 41st Street Richmond, CA 94805 (510) 374-3401	RYSE Career Pathway Program - West County	The purpose of this program is to support economic development by providing a combination of 1) career development and soft skills support, 2) media arts skill development, 3) paid work experience opportunities, along with 4) academic enrichment and interventions. <b>Primary Performance Measurement: Provide support services and teach basic skills to 230 Urban County youth, in order to enable them to maintain long-term financial stability.</b>	Complete.	\$40,000	\$40,000.00	334	5	129 7	10	2 2	1	0	1	46 3	1	139 129	179	91	64	100%
18-29-PS	YMCA of the East Bay (Fiscal Agent) 2330 Broadway Oakland, CA 94612 (510) 524-8252	James Morehouse Project at El Cerrito High School - 540 Ashbury Ave. El Cerrito, CA 94530 West County	The purpose of the project is to improve the well-being and success of students in school and reduce barriers to learning by providing comprehensive mental health services to students attending El Cerrito High School. <b>Primary Performance Measurement: Provide mental health services to 110 El Cerrito High School students in order to improve the students' well-being and reduce barriers to learning.</b>	Complete.	\$10,000	\$10,000.00	119	12	14	30	0	0	0	0	0	0	63 63	59	42	18	100%
<b>Objective CD - 4 Fair Housing: To continue to promote fair housing activities and affirmatively further fair housing.</b>																					
18-30-PS	Eden Council for Hope and Opportunity (ECHO) 770 A Street, Hayward, CA 94541 (510) 581-9380	Fair Housing Services Program	The purpose of this program is to further fair housing by addressing discrimination in Antioch, Concord, Walnut Creek, and urban Contra Costa County; investigating allegations of discrimination; conducting audits to uncover discrimination; and provide training to housing providers. <b>Primary Performance Measurement: Provide services to 80 urban County residents.</b>	Complete. However, the subrecipient fell short of its goal by 12 clients.	\$40,000.0	\$31,614.3	68	15 8	46 1	2	1 1	0	1	0	0	0	3 2	33	24	8	96%
<b>Objective H - 1 Housing &amp; Supportive Services for the Homeless: Further "Housing First" approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability.</b>																					
18-31-PS	Contra Costa County Behavioral Health Services Homeless 1350 Arnold Drive, Ste 202 Martinez, CA 94553 (925) 313-7700	CCHS-CORE Street Outreach Program Urban County	The purpose of this program is to provide daytime street outreach to the homeless population in Contra Costa County in small multidisciplinary teams that will work collaboratively to engage and stabilize homeless individuals living outside and deliver health and basic need services and aid in obtaining interim and permanent housing. <b>Primary Performance Measurement: Provide street outreach to the homeless population in Contra Costa County via small multidisciplinary teams that will work collaboratively to engage and stabilize homeless individuals living outside, and deliver health and basic need services and aid in obtaining interim and permanent housing to at least 450 Urban County homeless</b>	Complete.	\$22,300	\$22,300.00	1,880	719 100	757 13	37 5	203 158	25 6	0	7	23 5	0	109 27	1880	0	0	100%
18-32-PS	Contra Costa County Behavioral Health Services Homeless 1350 Arnold Drive, Ste 202 Martinez, CA 94553 (925) 313-7700	Contra Costa Adult Continuum of Services 2047-A Arnold Industrial Way Concord, CA 94520 - Urban County	The purpose of this program is to prevent homelessness by offering a safe shelter environment with critical support services. Objectives of the program are to give emergency shelter to homeless adults and provide services to help them transition to more permanent situations. <b>Primary Performance Measurement: Provide shelter and supportive services to 150 Urban County homeless men and women to help them regain housing.</b>	Complete.	\$54,000	\$53,999.98	506	188 26	257 2	5	40 35	4	3 3	2	2 1	0	5 1	506	0	0	100%

**CONTRA COSTA COUNTY  
FY 2018/19 CAPER  
Public Service Projects**

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								White	Af. Am Hisp.	Asian Hisp.	Am. Ind/ Alskn Native Hisp.	Native Haw'n/ Pacific Is. Hisp.	Am. Ind./ White Hisp.	Asian/ White Hisp.	Af. Am/ White Hisp.	Am. Ind/ Af Am Hisp.	Other Hisp.	30%	50%	80%	% of total
18-33-PS	Contra Costa Crisis Center PO Box 3364 307 Lennon Lane Walnut Creek, CA 94598 (925) 939-1916 x 107	Crisis / 211 Contra Costa Urban County	The purpose of this program is to provide information and referrals to Urban County residents including homeless persons, abused children, seniors, battered spouses, persons with HIV/AIDS, and the disabled. <b>Primary Performance Measurement: Provide a homeless hotline and 211 information to 8,200 residents to access local health and social services 24 hours per day, 365 days per year, to meet emergency needs and provide resource information.</b>	Complete.	\$18,000	\$17,999.83	8,622	2038 332	961	31	15	15	0	0	58	0	5,504	8,622	0	0	100%
18-34-PS	Loaves & Fishes of Contra Costa 835 Ferry Street Martinez, CA 94553 (925) 293-4792	Nourishing Lives in Martinez, Antioch, and Pittsburg; Martinez Dining Room Program - Martinez	The purpose of this program is to alleviate hunger by providing nutritious meals to low-income & homeless people seeking emergency food assistance. A hot mid-day meal will be served Monday through Friday at 835 Ferry Street in Martinez. <b>Primary Performance Measurement: Provide emergency food assistance to 500 Urban County residents, resulting in improved nutrition.</b>	Complete.	\$15,000	\$14,999.95	791	This program serves an area that meets the criteria for an "area benefit" activity.													
Objective H - 2 Prevention Services for Homeless: Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.																					
18-35-PS	Shelter Inc. 1333 Willow Pass Rd., #206 Concord, CA 94520 (925) 335-0698	Homeless Prevention and Rapid Rehousing - Urban County	The purpose of this program is to prevent homelessness by helping clients maintain their housing and to rehouse those that are experiencing homelessness. <b>Primary Performance Measurement: Provide 180 Urban County residents with homelessness prevention or rapid rehousing services to help them maintain their housing or to quickly regain housing following a period of homelessness.</b>	Complete.	\$25,075	\$17,190.66	665	208 61	394 124	5	11 6	10 1	3	7	8	2	17 3	369	235	61	100%
TOTALS					\$769,375	\$750,525.53	35,850	13169 2493	6691 219	3371 34	519 263	456 36	262 33	368 11	407 13	260 6	15135 6671	26,250	4,556	739	88%

**CONTRA COSTA COUNTY**  
**FY 2018/19**  
**CAPER**  
**Economic Development Projects**

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG Funds Budgeted	FY 2018/19 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)										Income			
								White Hisp.	Af.Am Hisp.	Asian Hisp.	Am.Ind/ Alskn Native Hisp.	Native Haw'n/ Pacific Is. Hisp.	Am.Ind/ White Hisp.	Asian/ White Hisp.	Af.Am/ White Hisp.	Am.Ind/ Af.Am Hisp.	Other Hisp.				
																		30%	50%	80%	% of total
Objective CD-6 Economic Development: Reduce the number of persons below the poverty level, expand economic opportunities for very low- and low-income residents and increase the viability of neighborhood commercial areas.																					
18-36-ED	CocoKids, Inc. 1035 Detroit Avenue Suite200 Concord, CA 94518	Road to Success Program Urban County	The purpose of this project is to increase opportunities for very-low and low-income persons to start and succeed in operating a micro-enterprise as a family day-care provider. <b>Primary Performance Measurement: Assist 85 urban county clients open a family daycare business.</b>	<b>Complete.</b> CocoKids, Inc. assisted 85 Urban County residents open or retain family daycare business, of which 85 were low income persons.	\$85,000	\$85,000.00	85	50 34	17	9	1	0	0	1	0	2	5 2	20	29	36	100%
18-37-ED	Multicultural Institute	Lifeskills/Day Laborers Program	The purpose of this project is to connect workers to local employers, and advocate fair-wage paying jobs; offer educational opportunities and courses to gain skills that allow participants to qualify for better paying jobs and reach financial stability; provide on the street workshops, and community events to inform day laborers about current immigration policies and provide immigration referrals. <b>Performance Measurement: Serve 300 day laborers and other low-income individuals by providing them with workforce development opportunities and job placement assistance.</b>	<b>Complete:</b> Multicultural Institute assisted 397 Urban County residents.	\$26,000	\$26,000.00	397	80 70	0	0	0	0	310 270	0	0	0	0	333	58	6	100%
18-38-ED	Open Opporunties, Inc. 2555 Harbor Street Pittsburg, CA 94565 (925) 522-2970	Future Build Pre-Apprenticeship Training Program	The purpose of this project is to train 8 low-income Urban County residents to become pre-apprentices and place them in solar, energy, and construction trade jobs. <b>Primary Performance Measurement: Place eight (8) low-income Urban County residents into construction trade jobs.</b>	<b>Complete:</b> However, the subrecipient fell short of its goal by 1 client.	\$9,640	\$6,154.99	7	0	5	0	0	0	0	0	0	0	2 2	2	2	3	100%



**CONTRA COSTA COUNTY**  
**FY 2018/19**  
**CAPER**  
**Economic Development Projects**

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG Funds Budgeted	FY 2018/19 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)										Income			
								White Hisp.	Af.Am. Hisp.	Asian Hisp.	Am.Ind/ Alskn Native Hisp.	Native Haw'n/ Pacific Is. Hisp.	Am.Ind/ White Hisp.	Asian/ White Hisp.	Af.Am/ White Hisp.	Am.Ind/ Af.Am Hisp.	Other Hisp.	30%	50%	80%	% of total
Objective CD-6 Economic Development: Reduce the number of persons below the poverty level, expand economic opportunities for very low- and low-income residents and increase the viability of neighborhood commercial areas.																					
18-39-ED	Opportunity Junction 3102 Delta Fair Blvd. Antioch, CA 94509 (925) 776-1133	Bay Point Career Development Services	The purpose of this program is to provide vocational services to 30 Bay Point residents, including assessment and development of employment plans, case management and service referrals.  <b>Primary Performance Measurement: Provide services to thirty (30) low-income Urban County residents.</b>	<b>Complete.</b> A total of 31 low-income residents were served, and 17 were placed into initial post-program employment.	\$20,000	\$19,999.95	31	7 1	5	3	0	0	0	0	2	0	14 8	22	9	0	100%
18-40-ED	Opportunity Junction 3102 Delta Fair Blvd. Antioch, CA 94509 (925) 776-1133	Job Training and Placement Program East County	The purpose of this program is to increase employment opportunities for very low- and low-income persons that will lead to a career and economic self-sufficiency.  <b>Primary Performance Measurement: Train and place three (3) low-income Urban County residents with employer clients (and place 10 residents overall)</b>	<b>Complete.</b> A total of 3 low-income Urban County residents were placed with employer clients, while 10 total residents were placed with an average hourly wage of \$15.38/hr.	\$100,000	\$100,000.00	3	0	1	0	0	0	0	0	1	0	1 1	3	0	0	100%
18-41-ED	Renaissance Entrepreneurship Center 1500 MacDonald Avenue Richmond, CA 94801	Renaissance Richmond	The purpose of this project is to increase the number of micro-enterprises, owned and operated by very low- and low-income persons, and to sustain existing micro-enterprises. <b>Primary Performance Measurement: Assist 42 CDBG eligible new or existing business owners develop and/or operate a business.</b>	<b>Complete.</b> A total of 76 existing or aspiring businesses were assisted. A total of 8 start-up businesses and 12 existing businesses were assisted.	\$42,000		76	15 9	28 1	1 1	32 32	0	0	0	0	0	0	37	11	12	79%

**CONTRA COSTA COUNTY**  
**FY 2018/19**  
**CAPER**  
**Economic Development Projects**

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG Funds Budgeted	FY 2018/19 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)										Income			
								White Hisp.	Af.Am. Hisp.	Asian Hisp.	Am.Ind/ Alskn Native Hisp.	Native Haw'n/ Pacific Is. Hisp.	Am.Ind/ White Hisp.	Asian/ White Hisp.	Af.Am/ White Hisp.	Am.Ind/ Af.Am. Hisp.	Other Hisp.				
																		30%	50%	80%	% of total
Objective CD-6 Economic Development: Reduce the number of persons below the poverty level, expand economic opportunities for very low- and low-income residents and increase the viability of neighborhood commercial areas.																					
18-42-ED	West Contra Costa Business Development Center, Inc. 334 11th Street Richmond, CA 94801 (510) 236-3690	Emerging Entrepreneurs Program- West County	The purpose of this project is to improve the success of small businesses/micro- enterprises located in West County through business assistance and community building activities. <b>Primary Performance Measurement: Provide assistance to 48 existing or prospective businesses in the targeted commercial corridors of San Pablo, Rodeo, North Richmond and Crockett to help business owners achieve key targets, including increased sales and profitability, expanded customer base and product offering, and/or improved storefronts.</b>	<b>Complete.</b> The BDC provided assistance to 48 aspiring, start-up, or established small businesses in the West County region. With the BDC's help, 31 start-up businesses were assisted, and 17 existing business were assisted.	\$77,152	\$75,955.82	48	9	8	5	0	1	0	1	2	0	22 16	10	11	11	67%
18-43-ED	Workforce Development Board 4071 Port Chicago Highway Concord, CA 94520 (925) 602-6806	Small Business Development Center	The purpose of this project is to increase the number of micro-enterprises, owned and operated by very low- and low-income persons, and to sustain existing micro- enterprises. <b>Primary Performance Measurement: Assist 33 CDBG eligible new or existing business owners develop and/or operate a business.</b>	<b>Complete.</b> A total of 18 existing or aspiring businesses were assisted. A total of 2 start-up businesses and 16 existing businesses were assisted.	\$ 50,000	\$26,093.98	18	11	2	3	0	0	0	0	0	0	3	6	9	3	100%
				TOTAL	\$409,792	\$339,204.74	665	172 114	66 1	21 1	33 32	1	310 270	2	5	2	47 29	433	129	71	95%

**CONTRA COSTA COUNTY**  
**FY 2018/19 CAPER**  
**Infrastructure/Public Facilities Projects/CDBG Administration**

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	Total CDBG Funds Budgeted	FY 2018/19 Expenses	Total Served	Race/Ethnicity										Income				
								White Hisp.	Af. Am. Hisp.	Asian Hisp.	Am. Ind/ Alskn Native Hisp.	Native Haw/n/ Pacific Is. Hisp.	Am. Ind/ White Hisp.	Asian/ White Hisp.	Af. Am/ White Hisp.	Am. Ind/A f. Am. Hisp.	Other Hisp.	30%	50%	60%	80%	% of total
Objective CD-6 Infrastructure / Public Facilities: Maintain quality public facilities and adequate infrastructure, and ensure access for the mobility-impaired by addressing physical access to public facilities.																						
16-11-IPF	Ujima Family Recovery Services 1901 Church Lane, San Pablo, CA 94806 (510) 236-3139	Ujima Women's Rectory Drainage Improvements	Demolition and reconstruction of the rear parking lot (existing driveway), children's play area, and backyard to improve drainage and prevent property/foundation damage caused by water/rain runoff.	Delayed. The applicant is working with the design team to cut project costs without compromising integrity.	\$ 67,300	\$ -																
16-39-IPF	Ambrose Recreation & Park District 3105 Willow Pass Road Bay Point, CA 94565 (925) 458-1601	Ambrose Recreation & Park District: Auditorium Painting	Paint the interior of the auditorium and multipurpose room of the Ambrose Community Center in Bay Point.	Complete.	\$ 19,000	\$ 17,100	7425	This project will serve an area that meets the criteria for an "area benefit" activity.														
16-54-HSG 17-49-IPF	Resources for Community Development 2220 Oxford Street Berkeley, CA 94596	Saint Paul's Commons IPF	To provide public facility space for homeless/low income day programs within a 45 unit multifamily affordable rental housing development in Walnut Creek and Central County.	Underway. The project has started construction and is expected to be completed by mid-2019.	\$ 1,000,000	\$ 166,722.49																
16-43-IPF	Martinez Early Childhood Center, Inc. 615 Arch Street Martinez, CA 94553 (925) 229-2002	Martinez Early Childhood Center: Roof Repair	Replacement of the 20yr old roof on the main building in order to save on energy costs, and ensure a safe, comfortable environment for children and staff.	Underway. The contractor has been selected and the project will begin soon.	\$ 28,350	\$ -																
16-45-IPF	POGO Park	POGO Park/Harbour-8 Park Improvements	Improvement of Harbour-8 Park by creating a new sports field, installing new lighting, and installing new picnic area amenities and general park improvements.	Underway. The project is currently under construction and construction completion is expected by the end of October 2019.	\$ 220,210	\$ 30,352.90																
17-45-IPF	Bethel Island Municipal Improvement District	Pump & Drainage Pipe Replacement	Replacement of existing pump and drainage pipe to prevent flooding in the Bethel Island neighborhood.	Delayed. Construction is complete, but additional information is required for the administrative	\$ 82,500	\$ -		This project will serve an area that meets the criteria for an "area benefit" activity.														
17-46-IPF	City of Oakley	City of Oakley Senior Center Improvements	Improvements/Renovation of the Oakley Senior Center located at 215 2nd Street, Oakley	Complete.	\$ 98,000	\$ 98,000	67	53	3				3	1			7 4		67			100%
17-47-IPF	Harmony Home Associated	Wheel Chair Lift and Exterior Stairs Replacement	Install a wheelchair lift and rebuild the existing stairs to Harmony Home's office building in Martinez to improve accessibility and allow more space for client services	Delayed. Installation of the wheelchair lift is complete. Applicant is completing closeout and Davis-Bacon compliance.	\$ 78,000	\$ -																
17-48-IPF	Martinez Early Childhood Center, Inc. 615 Arch Street Martinez, CA 94553 (925) 229-2002	ADA Bathroom and Flooring Replacement	Addition of a new ADA bathroom for children and replacement of interior floors of all the classrooms of the Martinez Early Childhood Center	Complete.	\$ 65,494	\$ 65,494	81	66 41	4	6	2	3	0	0	0	0	0	62	0	10	9	89%
17-49A-IPF	COCOKIDS	Solar Energy Project	Installation of solar panels along the top of a new cantilevered carport structure in a portion of the parking lot.	Complete.	\$ 140,000	\$ 14,000	85	51 35	13	7	2		1	1	1	2	7 3	21	33	31		100

## Infrastructure/Public Facilities Projects/CDBG Administration

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	Total CDBG Funds Budgeted	FY 2018/19 Expenses	Total Served	Race/Ethnicity										Income				
								White/ Hisp.	Al./Am. Hisp.	Asian/ Hisp.	Am./Ind./ Alskn Native/ Hisp.	Native Haw'n/ Pacific Is. Hisp.	Am./Ind./ White/ Hisp.	Asian/ White/ Hisp.	Al./Am./ White/ Hisp.	Am./Ind./A f./Am. Hisp.	Other Hisp.	30%	50%	60%	80%	% of total
17-49C-IPF	City of Richmond, Community Services	Booker T. Anderson Community Center Improvements	The renovation of the Booker T. Anderson Community Center including refinishing the floor of the gymnasium, painting the gymnasium, removing and replacing three sets of doors, and renovating the exterior courtyard.	Complete.	\$ 90,000	\$ 90,000																
This project will serve an area that meets the criteria for an "area benefit" activity.																						
17-49E-IPF	Contra Costa Family Justice Alliance	West County Family Justice Center Roof Replacement Project	Roof replacement to the West County Family Justice Center building.	Complete.	\$ 95,000	\$ 95,000	760	118 8	148 1	55 2	5 1	5	3 1	3 1	5 2	4	414 374	0	760	0	0	100%
18-54A-IPF	RYSE, Inc.	Acquisition of property (two parcels) located at along MacDonald Ave., Richmond	Acquisition of real property located along MacDonald Ave, Richmond, along the existing RYSE Youth Center, where RYSE will utilize as additional parking on one parcel and on the other parcel occupy an existing building as part of the RYSE Center's operations to provide services to low/moderate income youth that are primarily residents of Richmond.	Complete.	\$ 382,500	\$ 382,500																
This project will serve an area that meets the criteria for an "area benefit" activity.																						
17-49H-IPF	RYSE, Inc.	Acquisition of property located at 205 41st Street, Richmond	Acquisition of real property located at 205 41 <sup>st</sup> Street, Richmond, where RYSE will occupy to continue to operate and provide services to low/moderate income youth that are primarily residents of Richmond.	Complete.	\$ 180,000	\$ 1,200	230															
This project will serve an area that meets the criteria for an "area benefit" activity.																						
18-02-IPF	Bethel Island Municipal Improvement District	Bethel Island Flood Water Drainage Facility	Replace an existing pump that helps drive seepage and drainage water out of the watershed to prevent major flooding on Bethel Island, increase public safety, and provide vector control.	Delayed. Work shall not commence before the completion of the applicant's prior CDBG-funded project (17-45-IPF).	\$ 51,000	\$ -																
This project will serve an area that meets the criteria for an "area benefit" activity.																						
18-07-IPF	Martinez Early Childhood Center, Inc. 615 Arch Street Martinez, CA 94553 (925) 229-2002	Playground Re-Surfacing	Replace the pre-school playground surfacing with Pour-In-Place rubber safety surfacing to be compliant with State Licensing requirements.	Underway. Applicant is putting together a bid notice.	\$ 27,630	\$ -																
18-10-IPF	Reclamation District 799 6325 Bethel Island Rd. Bethel Island, CA 94511	Storm Drainage Pump Station No. 1 & 2 Rehabilitation / Oakley-Bethel Island (Hotchkiss Tract)	Installation of manual transfer switches at Pump Station 1 & 2, allowing for mobile backup generators to be utilized in the event of a power outage. Additionally, electrical service at Pump Station 1 will be updated to meet current electrical standards. These pump stations protect the land within the Hotchkiss Tract (Oakley/Bethel Island) from becoming inundated by flood waters	Delayed. Work shall not commence before the completion of the applicant's other CDBG-funded project (18-11-IPF).	\$ 56,250																	
This project will serve an area that meets the criteria for an "area benefit" activity.																						
18-11-IPF	Reclamation District 799 6325 Bethel Island Rd. Bethel Island, CA 94512	Storm Drainage Pump Station No. 3 & 4 Rehabilitation / Oakley-Bethel Island (Hotchkiss Tract)	at Pump Stations 3 & 4, allowing for mobile backup generators to be utilized in the event of a power outage. Additionally, a dilapidated trash screen will be replaced at Pump Station 3. These pump stations help to prevent property damage, increase public safety, and provide vector control.	Delayed. Construction is complete, but additional information is required for the administrative review.	\$ 84,000																	
This project will serve an area that meets the criteria for an "area benefit" activity.																						

[illegible]

CONTRA COSTA COUNTY  
FY 2018/19  
Housing Projects

				Funds Allocated				Funds Expended FY 2018/19	Total Expended to Date	Affordability and/or Income Restrictions			
Project ID	Sponsor	Project Name/ Location	Project Status	Total Cost	CDBG/ NSP	HOME	HOPWA	CDBG, NSP, HOME, and HOPWA	CDBG, NSP, HOME, and HOPWA	30%	50%	80%	Unit Total
Objective AH-1 — New Construction of Affordable Rental Housing.													
15-45-HSG 16-48-HSG 17-50-HAG	Community Housing Development Corp of North Richmond 1535 A Street	Heritage Point North Richmond	<b>Underway:</b> Completion expected fall 2019.	\$28,159,717	\$2,900,000	\$0	\$0	\$197,751	\$2,870,000	0	41	1	42
11-51- HSG 13-47-HSG 14-46-HSG	Satellite Affordable Housing Associates 1521 University Avenue Berkeley, CA 94703	Tabora Gardens Antioch	<b>Complete.</b>	\$33,394,207	\$550,000	\$700,000	\$650,000	\$30,000	\$1,900,000	10	74	1	85
14-47-HSG 15-48-HSG 16-48-HSG 17-60-HSG	Resources for Community Development 2220 Oxford Street Berkeley, CA 94596	Riviera Family Walnut Creek	<b>Underway:</b> Construction complete. Lease up and closeout underway.	\$39,986,293	\$0	\$1,000,000	\$1,000,000	\$470,000	\$1,970,000	9	32	16	57
14-48-HSG 15-47-HSG 16-47-HSG	Eden Housing, Inc. 22645 Grand St. Hayward, CA 94541	Hana Gardens El Cerrito	<b>Underway:</b> Construction complete. Lease up and closeout underway.	\$29,031,287	\$625,000	\$1,475,000	\$0	\$172,053	\$2,070,000	23	39	1	63
17-52-HSG	Satellite Affordable Housing Associates 1521 University Avenue Berkeley, CA 94703	Choice in Aging Pleasant Hill	<b>Delayed:</b> Seeking additional funding	\$ 32,781,202	\$ 100,000	\$0	\$0	\$0	\$0	24	33	26	84
18-02-HSG	Pacific West Communities 430 E. State St., Suite 100 Eagle, ID 83616	Twenty-One & Twenty-Three Nevin Richmond	<b>Underway:</b> Completion expected Fall/Winter 2019/20.	\$ 136,850,145	\$0	\$2,000,000	\$0	\$0	\$0	0	81	187	271
Objective AH-2 — Homeownership Opportunities													
13-50-HSG NSP I	Habitat for Humanity East Bay/Silicon Valley 2619 Broadway Oakland, CA 94613	Pacifica Landing Bay Point	<b>Delayed:</b> Development application approved for planning approvals	\$1,954,168	\$1,000,000	\$0	\$0	\$0	\$0	0	11	12	23

CONTRA COSTA COUNTY  
FY 2018/19  
Housing Projects

				Funds Allocated				Funds Expended FY 2018/19	Total Expended to Date	Affordability and/or Income Restrictions			
Project ID	Sponsor	Project Name/ Location	Project Status	Total Cost	CDBG/ NSP	HOME	HOPWA	CDBG, NSP, HOME, and HOPWA	CDBG, NSP, HOME, and HOPWA	30%	50%	80%	Unit Total
Objective AH-3 — Maintain and Preserve Affordable Housing													
16-50-HSG 16-51-HSG	Resources for Community Development 2220 Oxford Street Berkeley, CA 94596	Carena Elaine Null/Bay Point Riley Ct./Concord	<b>Underway:</b> Construction complete. Closeout underway.	\$36,157,056	\$161,900	\$825,000	\$0	\$65,338	\$227,708	8	42	11	61
17-53-HSG	Richmond Neighborhood Housing Services Richmond, CA	Richmond Scattered Site Rehabilitation	<b>Underway:</b> Phase 1 (Rehab at triPlex located at 561-565 S. 29th Street is completed. At least two more units are expected to be rehabilitated under Phase I. The next unit is in the process of completeing loan documents.)	\$308,000	\$280,000	\$0	\$0	\$130,000	\$130,000	0	0	3	3
17-54-HSG	Resources for Community Development 2220 Oxford Street Berkeley, CA 94596	Antioch Scattered Site Renovations (Pinecrest/ Terrace Glen) Antioch	<b>Underway:</b> Completion expected Fall/Winter 2019.	\$19,824,265	\$0	\$1,300,000	\$0	\$772,849	\$772,849	7	32	17	56
18-56-HSG	Contra Costa Department of Conservation and Development 30 Muir Road Martinez, CA 94553	Neighborhood Preservation Program/ Urban County	<b>Complete.</b>	\$593,908	\$593,908	\$0	\$0	\$593,908	\$593,908	10	2	6	18
17-57-HSG	Community Housing Development Corp of North Richmond 1535 A Street Richmond, CA 94801	Chesley Mutual Housing Richmond	<b>Delayed.</b> Legal documents under review. Construction to start by December 2019 with completion in June 2020.	\$385,000	\$350,000	\$0	\$0	\$0	\$0	2	27	1	30
18-04-HSG	Mercy Housing, California 1360 Mission St. San Francisco, CA 94103	Hacienda Apartments Richmond	<b>Delayed.</b> Applied for MPH with awards in December 2019. Expected to apply for bonds in early 2020.	\$50,595,846	\$1,810,000	\$0	\$0	\$0	\$0	15	133	0	150

CONTRA COSTA COUNTY  
FY 2018/19  
Housing Projects

				Funds Allocated				Funds Expended FY 2018/19	Total Expended to Date	Affordability and/or Income Restrictions			
Project ID	Sponsor	Project Name/ Location	Project Status	Total Cost	CDBG/ NSP	HOME	HOPWA	CDBG, NSP, HOME, and HOPWA	CDBG, NSP, HOME, and HOPWA	30%	50%	80%	Unit Total
Objective AH-4 - New Supportive Housing -Special Needs													
16-53-HSG 17-59-HSG 18-HSG- HDAF	Satellite Affordable Housing Associates 1521 University Avenue Berkeley, CA 94703	Veterans Square Pittsburg	<b>Delayed.</b> Received allocation of NPLH funds. Applied for MPH with awards in December 2019. Bond application in early 2020.	\$18,214,966	\$0	\$1,195,000	\$0	\$0	\$0	14	15	0	29
16-54-HSG 17-51-HSG	Resources for Community Development 2220 Oxford Street Berkeley, CA 94596	St. Paul's Walnut Creek	<b>Underway:</b> Completion expected late 2019	\$23,037,174	\$0	\$2,642,000	\$232,681	\$2,824,681	\$2,824,731	13	7	25	45
Project Delivery													
	Department of Conservation and Development 30 Muir Road Martinez, CA 94553	Project Delivery	Project related activities such as environmental review, labor compliance, and preparation of legal documents					\$70,780	\$70,780				



CONTRA COSTA COUNTY  
FY 2018/19  
Housing Projects

				Funds Allocated				Funds Expended FY 2018/19	Total Expended to Date	Affordability and/or Income Restrictions			
Project ID	Sponsor	Project Name/ Location	Project Status	Total Cost	CDBG/ NSP	HOME	HOPWA	CDBG, NSP, HOME, and HOPWA	CDBG, NSP, HOME, and HOPWA	30%	50%	80%	Unit Total
Program Administration													
	Department of Conservation and Development 30 Muir Road Martinez, CA 94554	HOME, NSP, HOPWA Program Administration	Provide oversight and administer the HOME, NSP, and HOPWA programs.					\$378,994	\$378,994				
TOTALS				\$451,273,234	\$8,370,808	\$11,137,000	\$1,882,681	\$5,706,354	\$13,808,970	108	547	282	1,017

**CONTRA COSTA COUNTY  
FY 2018/19 CAPER  
Emergency Solutions Grants**

Emergency Solutions Grants										Race/Ethnicity									
Project ID	Sponsor	Project Name/Location	Project Objective/Description	Category of Assistance	Project Status	ESG Funds Budgeted	FY 2018/19 Expenses	100% Match Provided By	Total Served	White	Af Am	Asian	Am.Ind/ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af.Am/ White	Am.Ind/ Af.Am	Other
										Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.
Objective H - 1: Housing & Supportive Services for the Homeless: Further “Housing First” approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability.																			
18-61A-ESG	Contra Costa Health Services 1350 Arnold Drive Martinez, CA 94553	Emergency Shelters for Single Adults, Urban County	Subrecipient operates two emergency homeless shelters for single adults. The shelters are the main point of entry for the homeless into the continuum of homeless and housing services. These 24-hour facilities provide meals, laundry facilities, mail, telephones, and a wide array of on-site support services. Program will serve 164 homeless individuals.	Operating Support: No Staff Costs	Complete.	\$122,693.00	\$122,290.65	County General Fund	753	308 34	347 4	11	58 49	9	4 4	2	1	0	13 3
18-61B-ESG	Contra Costa Health Services 1350 Arnold Drive Martinez, CA 94553	Calli House, Urban County	Subrecipient operates the Calli House Youth Shelter. The shelters are open 24-hours a day and provide meals, laundry facilities, mail, health screenings, telephones and a wide array of on-site support services. Program will provide services to 25 unduplicated youth.	Operating Support: No Staff Costs	Complete.	\$24,328.00	\$24,076.58	County General Fund	53	5 1	38 2	1	7 7	0	0	0	0	0	2 1
18-61D-ESG	STAND! For Families Free of Violence P.O. Box 6406 Concord, CA 94524	Rollie Mullen Center, Urban County	Subrecipient provides emergency shelter for 24 women and their children who are homeless because they are in peril due to violent relationships. Up to six weeks of shelter and services are provided per household, including food, clothing, case management, employment assessment, and housing referrals. Program will provide services to 40 persons.	Essential Services	Complete.	\$45,328.00	\$45,328.00	Contra Costa Health Services Department	128	22	37	8	1	0	0	0	0	14 4	46 21
18-61E-ESG	Trinity Center 1924 Trinity Avenue Walnut Creek, CA 94596	Trinity Center, Urban County	Subrecipient operates a drop-in center and provides breakfast and lunch, laundry, showers, clothing, food and support services to homeless clients. Services will be provided to 250 Urban County residents.	Staff Costs	Complete.	\$26,830.00	\$26,829.90	Private Funds	396	256 21	73 3	9	24 21	3 1	4 3	0	0	2	25 2
Objective H - 2: Prevention Services for Homeless: Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.																			
18-61C-ESG	Shelter, Inc. of Contra Costa County 1333 Willow Pass Road, Suite 206 Concord, CA 94520	Homlessness Prevention and Rapid Rehousing Program	Provide homelessness prevention and rapid rehousing services to 60 Urban County individuals and families to prevent homelessness and to help them quickly regain housing following an episode of homelessness.	Staff Costs, Direct Client Financial Assistance and Indirect Costs (with HUD Approved Allocation Plan)	Complete. However, the subrecipient fell short of its goal by 20 clients.	\$121,416.00	\$119,058.48	Foundations and Private Funds	40	4	30	0	0	0	0	0	1	2	3

CONTRA COSTA COUNTY  
FY 2018/19 CAPER  
Emergency Solutions Grants

										Race/Ethnicity									
Project ID	Sponsor	Project Name/Location	Project Objective/Description	Category of Assistance	Project Status	ESG Funds Budgeted	FY 2018/19 Expenses	100% Match Provided By	Total Served	White	Af Am	Asian	Am.Ind/Alskn Native	Native Haw'n/Pacific Is.	Am. Ind./White	Asian/White	Af.Am/White	Am.Ind/Af.Am	Other
ESG Program Administration																			
	Contra Costa Department of Conservation and Development 30 Muir Road Martinez, CA 94553	Program Administration	Provide oversight and direction to the ESG program.	Operating Support and Staff Costs		\$27,616.00	\$23,056.00	N/A											
Totals						\$368,211.00	\$360,639.61		1,370	<u>595</u> 56	<u>525</u> 3	29	<u>90</u> 21	<u>12</u> 1	<u>8</u> 3	2	2	<u>18</u> 4	<u>89</u> 23



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2018  
CONTRA COSTA COUNTY , CA

DATE: 09-10-19  
TIME: 15:43  
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	3,581,828.00
02 ENTITLEMENT GRANT	4,651,189.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	2,295,091.24
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	10,528,108.24

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	2,940,621.29
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	2,940,621.29
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	1,306,648.91
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	4,247,270.20
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	6,280,838.04

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	304,255.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	2,636,366.41
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	2,940,621.41
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	771,066.16
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	771,066.16
32 ENTITLEMENT GRANT	4,651,189.00
33 PRIOR YEAR PROGRAM INCOME	1,114,850.66
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	5,766,039.66
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.37%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	1,306,648.91
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	1,306,648.91
42 ENTITLEMENT GRANT	4,651,189.00
43 CURRENT YEAR PROGRAM INCOME	2,295,091.24
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	6,946,280.24
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	18.81%



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2018  
CONTRA COSTA COUNTY , CA

DATE: 09-10-19  
TIME: 15:43  
PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Plan Year	IDIS Project	IDIS Activity	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	1	1726	Hana Gardens (El Cerrito Senior Housing)	01	LMH	\$172,196.05
				01	Matrix Code	\$172,196.05
2017	5	1803	Heritage Point	12	LMH	\$1,717.08
				12	Matrix Code	\$1,717.08
2017	15	1744	RNHS: Triplex Rehab: 561-565 29th Street, Richmond	14B	LMH	\$130,000.00
				14B	Matrix Code	\$130,000.00
2015	64	1683	East Bluff Apartments	14G	LMH	\$341.75
				14G	Matrix Code	\$341.75
Total						\$304,254.88

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	71	1883	6258086	RYSE Acquisition Project (MacDonald Avenue parcels)	01	LMA	\$382,500.00
					01	Matrix Code	\$382,500.00
2017	34	1793	6298072	City of Oakley: Oakley Senior Center Improvements	03A	LMC	\$98,000.00
					03A	Matrix Code	\$98,000.00
2017	67	1813	6182578	St. Pauls Episcopal Church: St. Pauls Commons IPF (2017)	03C	LMC	\$273.40
2017	67	1813	6220703	St. Pauls Episcopal Church: St. Pauls Commons IPF (2017)	03C	LMC	\$22,466.91
2017	67	1813	6298072	St. Pauls Episcopal Church: St. Pauls Commons IPF (2017)	03C	LMC	\$91,469.71
2017	67	1813	6298077	St. Pauls Episcopal Church: St. Pauls Commons IPF (2017)	03C	LMC	\$52,785.87
					03C	Matrix Code	\$166,995.89
2017	9	1807	6220703	Booker T. Anderson Community Center Improvements	03E	LMA	\$90,000.00
					03E	Matrix Code	\$90,000.00
2016	49	1814	6220703	Harbour-8 Park Improvements: Sports Field and amenities	03F	LMA	\$9,060.00
2016	49	1814	6244648	Harbour-8 Park Improvements: Sports Field and amenities	03F	LMA	\$12,676.27
2016	49	1814	6298072	Harbour-8 Park Improvements: Sports Field and amenities	03F	LMA	\$8,616.63
					03F	Matrix Code	\$30,352.90
2017	36	1795	6244648	Martinez Early Childhood Center: ADA Bathroom and Flooring Replacement	03M	LMC	\$65,494.00
					03M	Matrix Code	\$65,494.00
2018	32	1850	6244648	Contra Costa Health Services: Adult Continuum of Services	03T	LMC	\$13,646.55
2018	32	1850	6258086	Contra Costa Health Services: Adult Continuum of Services	03T	LMC	\$15,849.11
2018	32	1850	6260849	Contra Costa Health Services: Adult Continuum of Services	03T	LMC	\$24,504.32
					03T	Matrix Code	\$53,999.98
2017	9	1805	6258086	COCOKIDS: Solar Panels/Energy Project	03Z	LMC	\$14,000.00
2017	9	1809	6244648	West County Family Justice Center: Roof Replacement Project	03Z	LMC	\$95,000.00
					03Z	Matrix Code	\$109,000.00
2018	13	1829	6244648	Contra Costa Senior Legal Services	05A	LMC	\$8,989.96
2018	13	1829	6298072	Contra Costa Senior Legal Services	05A	LMC	\$3,009.35
2018	15	1833	6244648	Lamorinda Spirit Van Senior Transportation Program	05A	LMC	\$4,944.41
2018	15	1833	6298072	Lamorinda Spirit Van Senior Transportation Program	05A	LMC	\$4,314.07
2018	17	1835	6258086	Meals on Wheels and Senior Outreach Services	05A	LMC	\$7,497.00
2018	17	1835	6298072	Meals on Wheels and Senior Outreach Services	05A	LMC	\$7,502.71
2018	18	1836	6258086	Meals on Wheels and Senior Outreach Services	05A	LMC	\$7,486.75
2018	18	1836	6298072	Meals on Wheels and Senior Outreach Services	05A	LMC	\$7,513.11
2018	19	1837	6220703	Ombudsman Services of Contra Costa	05A	LMC	\$3,999.85
2018	19	1837	6258086	Ombudsman Services of Contra Costa	05A	LMC	\$1,341.00



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2018  
CONTRA COSTA COUNTY , CA

DATE: 09-10-19  
TIME: 15:43  
PAGE: 3

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	19	1837	6298072	Ombudsman Services of Contra Costa	05A	LMC	\$2,999.48
2018	20	1838	6258086	Pleasant Hill Recreation & Park District: Senior Service Network	05A	LMC	\$7,581.97
2018	20	1838	6298072	Pleasant Hill Recreation & Park District: Senior Service Network	05A	LMC	\$2,417.97
2018	23	1841	6220703	West County Adult Day Care	05A	LMC	\$7,799.15
2018	23	1841	6244648	West County Adult Day Care	05A	LMC	\$12,649.50
2018	23	1841	6298072	West County Adult Day Care	05A	LMC	\$19,551.35
					05A	Matrix Code	\$109,597.63
2018	16	1834	6220703	Lion's Center for the Visually Impaired	05B	LMC	\$5,168.10
2018	16	1834	6244648	Lion's Center for the Visually Impaired	05B	LMC	\$4,831.90
					05B	Matrix Code	\$10,000.00
2018	11	1827	6244648	Village Community Resource Center	05D	LMC	\$11,924.22
2018	11	1827	6298072	Village Community Resource Center	05D	LMC	\$1,075.77
2018	24	1842	6244648	A Place of Learning	05D	LMC	\$5,000.10
2018	24	1842	6298072	A Place of Learning	05D	LMC	\$4,946.13
2018	28	1846	6244648	RYSE, Inc. - Career Pathway Program	05D	LMC	\$8,600.93
2018	28	1846	6258086	RYSE, Inc. - Career Pathway Program	05D	LMC	\$10,466.45
2018	28	1846	6298072	RYSE, Inc. - Career Pathway Program	05D	LMC	\$20,932.62
2018	29	1847	6298072	James Morehouse Project / YMCA of the East Bay	05D	LMC	\$10,000.00
					05D	Matrix Code	\$72,946.22
2018	5	1821	6244648	Contra Costa Service Integration Program	05H	LMA	\$3,720.00
2018	5	1821	6260849	Contra Costa Service Integration Program	05H	LMA	\$700.00
2018	5	1821	6298072	Contra Costa Service Integration Program	05H	LMA	\$7,580.00
2018	8	1824	6220703	New Horizons Career Development Center	05H	LMC	\$8,275.00
2018	8	1824	6244648	New Horizons Career Development Center	05H	LMC	\$10,710.00
2018	8	1824	6258086	New Horizons Career Development Center	05H	LMC	\$6,014.87
2018	37	1855	6220703	Multicultural Institute: Lifeskills/Day Labor Program	05H	LMC	\$5,635.55
2018	37	1855	6258086	Multicultural Institute: Lifeskills/Day Labor Program	05H	LMC	\$6,402.33
2018	37	1855	6260849	Multicultural Institute: Lifeskills/Day Labor Program	05H	LMC	\$6,631.63
2018	37	1855	6298077	Multicultural Institute: Lifeskills/Day Labor Program	05H	LMC	\$7,330.49
2018	38	1856	6298072	Open Opportunities, Inc: Future Build Pre-Apprenticeship Training Program	05H	LMC	\$6,154.99
2018	39	1857	6258086	Opportunity Junction: Bay Point Career Development Services	05H	LMC	\$9,995.81
2018	39	1857	6298072	Opportunity Junction: Bay Point Career Development Services	05H	LMC	\$10,004.14
					05H	Matrix Code	\$89,154.81
2018	1	1817	6220703	Bay Area Legal Aid	05K	LMC	\$18,088.83
2018	1	1817	6258086	Bay Area Legal Aid	05K	LMC	\$20,792.37
2018	1	1817	6298072	Bay Area Legal Aid	05K	LMC	\$41,118.80
					05K	Matrix Code	\$80,000.00
2018	10	1826	6220703	St. Vincent de Paul of Contra Costa	05M	LMC	\$4,891.00
2018	10	1826	6244648	St. Vincent de Paul of Contra Costa	05M	LMC	\$3,735.60
2018	10	1826	6261597	St. Vincent de Paul of Contra Costa	05M	LMC	\$1,920.00
2018	10	1826	6298077	St. Vincent de Paul of Contra Costa	05M	LMC	\$1,453.20
					05M	Matrix Code	\$11,999.80
2018	4	1820	6258086	Community Violence Solution	05N	LMC	\$6,864.74
2018	4	1820	6298072	Community Violence Solution	05N	LMC	\$8,135.26
2018	14	1832	6220703	Court Appointed Special Advocates	05N	LMC	\$4,394.83
2018	14	1832	6244648	Court Appointed Special Advocates	05N	LMC	\$6,194.71
2018	14	1832	6298072	Court Appointed Special Advocates	05N	LMC	\$7,410.45
					05N	Matrix Code	\$32,999.99
2018	35	1853	6220703	Shelter Inc: Homeless Prevention and Rapid Rehousing Program	05Q	LMC	\$4,769.84
2018	35	1853	6258086	Shelter Inc: Homeless Prevention and Rapid Rehousing Program	05Q	LMC	\$10,303.15



Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2018  
CONTRA COSTA COUNTY , CA

DATE: 09-10-19  
TIME: 15:43  
PAGE: 4

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	35	1853	6298077	Shelter Inc: Homeless Prevention and Rapid Rehousing Program	05Q	LMC	\$2,117.67
					05Q	Matrix Code	\$17,190.66
2018	2	1818	6244648	Community Housing Development Corporation of North Richmond Home Equity Preservation Alliance	05U	LMC	\$6,263.45
2018	2	1818	6258086	Community Housing Development Corporation of North Richmond Home Equity Preservation Alliance	05U	LMC	\$10,021.31
2018	2	1818	6298072	Community Housing Development Corporation of North Richmond Home Equity Preservation Alliance	05U	LMC	\$8,715.24
					05U	Matrix Code	\$25,000.00
2018	6	1822	6220703	Food Bank of Contra Costa and Solano	05W	LMC	\$11,625.72
2018	6	1822	6244648	Food Bank of Contra Costa and Solano	05W	LMC	\$11,621.80
2018	6	1822	6298072	Food Bank of Contra Costa and Solano	05W	LMC	\$23,252.48
2018	34	1852	6220703	Loaves & Fishes of Contra Costa	05W	LMA	\$3,749.85
2018	34	1852	6244648	Loaves & Fishes of Contra Costa	05W	LMA	\$6,247.75
2018	34	1852	6260849	Loaves & Fishes of Contra Costa	05W	LMA	\$5,002.35
					05W	Matrix Code	\$61,499.95
2018	3	1819	6244648	Community Housing Development Corporation of North Richmond Multicultural/Senior Family Center	05Z	LMA	\$11,378.28
2018	3	1819	6258086	Community Housing Development Corporation of North Richmond Multicultural/Senior Family Center	05Z	LMA	\$14,223.12
2018	3	1819	6298072	Community Housing Development Corporation of North Richmond Multicultural/Senior Family Center	05Z	LMA	\$29,398.60
2018	7	1823	6244648	Monument Crisis Center	05Z	LMC	\$15,000.00
2018	9	1825	6220703	Richmond Public Library	05Z	LMA	\$1,534.10
2018	9	1825	6258086	Richmond Public Library	05Z	LMA	\$1,985.75
2018	9	1825	6298072	Richmond Public Library	05Z	LMA	\$8,479.35
2018	12	1828	6220703	YWCA of Contra Costa County	05Z	LMA	\$1,216.12
2018	12	1828	6258086	YWCA of Contra Costa County	05Z	LMA	\$2,702.83
2018	12	1828	6298072	YWCA of Contra Costa County	05Z	LMA	\$2,447.84
2018	12	1828	6298077	YWCA of Contra Costa County	05Z	LMA	\$3,511.50
2018	21	1839	6220703	Rainbow Community Center of Contra Costa	05Z	LMC	\$2,044.05
2018	21	1839	6260849	Rainbow Community Center of Contra Costa	05Z	LMC	\$2,909.91
2018	21	1839	6298072	Rainbow Community Center of Contra Costa	05Z	LMC	\$2,071.00
2018	21	1839	6298077	Rainbow Community Center of Contra Costa	05Z	LMC	\$2,975.00
2018	22	1840	6298072	Contra Costa Family Justice Alliance - West Contra Costa Family Justice Center	05Z	LMC	\$32,000.00
2018	25	1843	6244648	East Bay Center for Performing Arts	05Z	LMA	\$4,386.84
2018	25	1843	6298072	East Bay Center for Performing Arts	05Z	LMA	\$7,113.16
2018	26	1844	6220703	Girls Inc. of West Contra Costa County: Afterschool and Education Enrichment Program	05Z	LMA	\$5,295.46
2018	26	1844	6258086	Girls Inc. of West Contra Costa County: Afterschool and Education Enrichment Program	05Z	LMA	\$2,949.25
2018	26	1844	6298072	Girls Inc. of West Contra Costa County: Afterschool and Education Enrichment Program	05Z	LMA	\$2,755.13
2018	27	1845	6258086	Mt. Diablo Unified School District	05Z	LMA	\$927.70
2018	27	1845	6298072	Mt. Diablo Unified School District	05Z	LMA	\$9,072.30
2018	31	1849	6244648	Coordinated Outreach, Referral, and Engagement (CORE) Homeless Street Outreach	05Z	LMC	\$8,088.54
2018	31	1849	6298072	Coordinated Outreach, Referral, and Engagement (CORE) Homeless Street Outreach	05Z	LMC	\$14,211.46
2018	33	1851	6220703	Contra Costa Crisis Center	05Z	LMC	\$4,503.50
2018	33	1851	6244648	Contra Costa Crisis Center	05Z	LMC	\$4,500.06
2018	33	1851	6298072	Contra Costa Crisis Center	05Z	LMC	\$8,996.27
					05Z	Matrix Code	\$206,677.12
2018	56	1878	6241748	CCC DCD: Neighborhood Preservation Program	14A	LMH	\$27,676.26
2018	56	1878	6254739	CCC DCD: Neighborhood Preservation Program	14A	LMH	\$157,263.76
2018	56	1878	6258190	CCC DCD: Neighborhood Preservation Program	14A	LMH	\$147,807.23





Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2018  
CONTRA COSTA COUNTY , CA

DATE: 09-10-19  
TIME: 15:43  
PAGE: 5

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	56	1878	6299187	CCC DCD: Neighborhood Preservation Program	14A	LMH	\$261,160.41
					14A	Matrix Code	\$593,907.66
2018	40	1858	6258086	Opportunity Junction: Job Training and Placement Program	18B	LMJ	\$48,286.50
2018	40	1858	6298072	Opportunity Junction: Job Training and Placement Program	18B	LMJ	\$51,713.50
					18B	Matrix Code	\$100,000.00
2018	36	1854	6220703	CocoKids: Road to Success	18C	LMC	\$20,360.38
2018	36	1854	6258086	CocoKids: Road to Success	18C	LMC	\$22,884.69
2018	36	1854	6261597	CocoKids: Road to Success	18C	LMC	\$20,060.06
2018	36	1854	6298072	CocoKids: Road to Success	18C	LMC	\$21,694.87
2018	41	1859	6258086	Renaissance Entrepreneurship Center: Renaissance Richmond	18C	LMC	\$22,906.91
2018	41	1859	6298077	Renaissance Entrepreneurship Center: Renaissance Richmond	18C	LMC	\$19,093.09
2018	42	1860	6220703	West Contra Costa Business Dev. Center, Inc: Emerging Entrepreneurs Program	18C	LMC	\$20,151.50
2018	42	1860	6244648	West Contra Costa Business Dev. Center, Inc: Emerging Entrepreneurs Program	18C	LMC	\$18,406.96
2018	42	1860	6260849	West Contra Costa Business Dev. Center, Inc: Emerging Entrepreneurs Program	18C	LMC	\$9,369.36
2018	42	1860	6298077	West Contra Costa Business Dev. Center, Inc: Emerging Entrepreneurs Program	18C	LMC	\$28,028.00
2018	43	1861	6244648	Workforce Development Board of Contra Costa County: Small Business Development Center	18C	LMC	\$6,081.84
2018	43	1861	6260849	Workforce Development Board of Contra Costa County: Small Business Development Center	18C	LMC	\$10,670.70
2018	43	1861	6298072	Workforce Development Board of Contra Costa County: Small Business Development Center	18C	LMC	\$9,341.44
					18C	Matrix Code	\$229,049.80
Total							\$2,636,366.41

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	32	1850	6244648	Contra Costa Health Services: Adult Continuum of Services	03T	LMC	\$13,646.55
2018	32	1850	6258086	Contra Costa Health Services: Adult Continuum of Services	03T	LMC	\$15,849.11
2018	32	1850	6260849	Contra Costa Health Services: Adult Continuum of Services	03T	LMC	\$24,504.32
					03T	Matrix Code	\$53,999.98
2018	13	1829	6244648	Contra Costa Senior Legal Services	05A	LMC	\$8,989.96
2018	13	1829	6298072	Contra Costa Senior Legal Services	05A	LMC	\$3,009.35
2018	15	1833	6244648	Lamorinda Spirit Van Senior Transportation Program	05A	LMC	\$4,944.41
2018	15	1833	6298072	Lamorinda Spirit Van Senior Transportation Program	05A	LMC	\$4,314.07
2018	17	1835	6258086	Meals on Wheels and Senior Outreach Services	05A	LMC	\$7,497.00
2018	17	1835	6298072	Meals on Wheels and Senior Outreach Services	05A	LMC	\$7,502.71
2018	18	1836	6258086	Meals on Wheels and Senior Outreach Services	05A	LMC	\$7,486.75
2018	18	1836	6298072	Meals on Wheels and Senior Outreach Services	05A	LMC	\$7,513.11
2018	19	1837	6220703	Ombudsman Services of Contra Costa	05A	LMC	\$3,999.85
2018	19	1837	6258086	Ombudsman Services of Contra Costa	05A	LMC	\$1,341.00
2018	19	1837	6298072	Ombudsman Services of Contra Costa	05A	LMC	\$2,999.48
2018	20	1838	6258086	Pleasant Hill Recreation & Park District: Senior Service Network	05A	LMC	\$7,581.97
2018	20	1838	6298072	Pleasant Hill Recreation & Park District: Senior Service Network	05A	LMC	\$2,417.97
2018	23	1841	6220703	West County Adult Day Care	05A	LMC	\$7,799.15
2018	23	1841	6244648	West County Adult Day Care	05A	LMC	\$12,649.50
2018	23	1841	6298072	West County Adult Day Care	05A	LMC	\$19,551.35
					05A	Matrix Code	\$109,597.63
2018	16	1834	6220703	Lion's Center for the Visually Impaired	05B	LMC	\$5,168.10





Office of Community Planning and Development  
U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2018  
CONTRA COSTA COUNTY , CA

DATE: 09-10-19  
TIME: 15:43  
PAGE: 6

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	16	1834	6244648	Lion's Center for the Visually Impaired	05B	LMC	\$4,831.90
					05B	Matrix Code	\$10,000.00
2018	11	1827	6244648	Village Community Resource Center	05D	LMC	\$11,924.22
2018	11	1827	6298072	Village Community Resource Center	05D	LMC	\$1,075.77
2018	24	1842	6244648	A Place of Learning	05D	LMC	\$5,000.10
2018	24	1842	6298072	A Place of Learning	05D	LMC	\$4,946.13
2018	28	1846	6244648	RYSE, Inc. - Career Pathway Program	05D	LMC	\$8,600.93
2018	28	1846	6258086	RYSE, Inc. - Career Pathway Program	05D	LMC	\$10,466.45
2018	28	1846	6298072	RYSE, Inc. - Career Pathway Program	05D	LMC	\$20,932.62
2018	29	1847	6298072	James Morehouse Project / YMCA of the East Bay	05D	LMC	\$10,000.00
					05D	Matrix Code	\$72,946.22
2018	5	1821	6244648	Contra Costa Service Integration Program	05H	LMA	\$3,720.00
2018	5	1821	6260849	Contra Costa Service Integration Program	05H	LMA	\$700.00
2018	5	1821	6298072	Contra Costa Service Integration Program	05H	LMA	\$7,580.00
2018	8	1824	6220703	New Horizons Career Development Center	05H	LMC	\$8,275.00
2018	8	1824	6244648	New Horizons Career Development Center	05H	LMC	\$10,710.00
2018	8	1824	6258086	New Horizons Career Development Center	05H	LMC	\$6,014.87
2018	37	1855	6220703	Multicultural Institute: Lifeskills/Day Labor Program	05H	LMC	\$5,635.55
2018	37	1855	6258086	Multicultural Institute: Lifeskills/Day Labor Program	05H	LMC	\$6,402.33
2018	37	1855	6260849	Multicultural Institute: Lifeskills/Day Labor Program	05H	LMC	\$6,631.63
2018	37	1855	6298077	Multicultural Institute: Lifeskills/Day Labor Program	05H	LMC	\$7,330.49
2018	38	1856	6298072	Open Opportunities, Inc: Future Build Pre-Apprenticeship Training Program	05H	LMC	\$6,154.99
2018	39	1857	6258086	Opportunity Junction: Bay Point Career Development Services	05H	LMC	\$9,995.81
2018	39	1857	6298072	Opportunity Junction: Bay Point Career Development Services	05H	LMC	\$10,004.14
					05H	Matrix Code	\$89,154.81
2018	1	1817	6220703	Bay Area Legal Aid	05K	LMC	\$18,088.83
2018	1	1817	6258086	Bay Area Legal Aid	05K	LMC	\$20,792.37
2018	1	1817	6298072	Bay Area Legal Aid	05K	LMC	\$41,118.80
					05K	Matrix Code	\$80,000.00
2018	10	1826	6220703	St. Vincent de Paul of Contra Costa	05M	LMC	\$4,891.00
2018	10	1826	6244648	St. Vincent de Paul of Contra Costa	05M	LMC	\$3,735.60
2018	10	1826	6261597	St. Vincent de Paul of Contra Costa	05M	LMC	\$1,920.00
2018	10	1826	6298077	St. Vincent de Paul of Contra Costa	05M	LMC	\$1,453.20
					05M	Matrix Code	\$11,999.80
2018	4	1820	6258086	Community Violence Solution	05N	LMC	\$6,864.74
2018	4	1820	6298072	Community Violence Solution	05N	LMC	\$8,135.26
2018	14	1832	6220703	Court Appointed Special Advocates	05N	LMC	\$4,394.83
2018	14	1832	6244648	Court Appointed Special Advocates	05N	LMC	\$6,194.71
2018	14	1832	6298072	Court Appointed Special Advocates	05N	LMC	\$7,410.45
					05N	Matrix Code	\$32,999.99
2018	35	1853	6220703	Shelter Inc: Homeless Prevention and Rapid Rehousing Program	05Q	LMC	\$4,769.84
2018	35	1853	6258086	Shelter Inc: Homeless Prevention and Rapid Rehousing Program	05Q	LMC	\$10,303.15
2018	35	1853	6298077	Shelter Inc: Homeless Prevention and Rapid Rehousing Program	05Q	LMC	\$2,117.67
					05Q	Matrix Code	\$17,190.66
2018	2	1818	6244648	Community Housing Development Corporation of North Richmond Home Equity Preservation Alliance	05U	LMC	\$6,263.45
2018	2	1818	6258086	Community Housing Development Corporation of North Richmond Home Equity Preservation Alliance	05U	LMC	\$10,021.31
2018	2	1818	6298072	Community Housing Development Corporation of North Richmond Home Equity Preservation Alliance	05U	LMC	\$8,715.24
					05U	Matrix Code	\$25,000.00



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U.S. Department of Housing and Urban Development  
Integrated Disbursement and Information System  
PR26 - CDBG Financial Summary Report  
Program Year 2018  
CONTRA COSTA COUNTY , CA

DATE: 09-10-19  
TIME: 15:43  
PAGE: 7

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	6	1822	6220703	Food Bank of Contra Costa and Solano	05W	LMC	\$11,625.72
2018	6	1822	6244648	Food Bank of Contra Costa and Solano	05W	LMC	\$11,621.80
2018	6	1822	6298072	Food Bank of Contra Costa and Solano	05W	LMC	\$23,252.48
2018	34	1852	6220703	Loaves & Fishes of Contra Costa	05W	LMA	\$3,749.85
2018	34	1852	6244648	Loaves & Fishes of Contra Costa	05W	LMA	\$6,247.75
2018	34	1852	6260849	Loaves & Fishes of Contra Costa	05W	LMA	\$5,002.35
					05W	Matrix Code	\$61,499.95
2018	3	1819	6244648	Community Housing Development Corporation of North Richmond Multicultural/Senior Family Center	05Z	LMA	\$11,378.28
2018	3	1819	6258086	Community Housing Development Corporation of North Richmond Multicultural/Senior Family Center	05Z	LMA	\$14,223.12
2018	3	1819	6298072	Community Housing Development Corporation of North Richmond Multicultural/Senior Family Center	05Z	LMA	\$29,398.60
2018	7	1823	6244648	Monument Crisis Center	05Z	LMC	\$15,000.00
2018	9	1825	6220703	Richmond Public Library	05Z	LMA	\$1,534.10
2018	9	1825	6258086	Richmond Public Library	05Z	LMA	\$1,985.75
2018	9	1825	6298072	Richmond Public Library	05Z	LMA	\$8,479.35
2018	12	1828	6220703	YWCA of Contra Costa County	05Z	LMA	\$1,216.12
2018	12	1828	6258086	YWCA of Contra Costa County	05Z	LMA	\$2,702.83
2018	12	1828	6298072	YWCA of Contra Costa County	05Z	LMA	\$2,447.84
2018	12	1828	6298077	YWCA of Contra Costa County	05Z	LMA	\$3,511.50
2018	21	1839	6220703	Rainbow Community Center of Contra Costa	05Z	LMC	\$2,044.05
2018	21	1839	6260849	Rainbow Community Center of Contra Costa	05Z	LMC	\$2,909.91
2018	21	1839	6298072	Rainbow Community Center of Contra Costa	05Z	LMC	\$2,071.00
2018	21	1839	6298077	Rainbow Community Center of Contra Costa	05Z	LMC	\$2,975.00
2018	22	1840	6298072	Contra Costa Family Justice Alliance - West Contra Costa Family Justice Center	05Z	LMC	\$32,000.00
2018	25	1843	6244648	East Bay Center for Performing Arts	05Z	LMA	\$4,386.84
2018	25	1843	6298072	East Bay Center for Performing Arts	05Z	LMA	\$7,113.16
2018	26	1844	6220703	Girls Inc. of West Contra Costa County: Afterschool and Education Enrichment Program	05Z	LMA	\$5,295.46
2018	26	1844	6258086	Girls Inc. of West Contra Costa County: Afterschool and Education Enrichment Program	05Z	LMA	\$2,949.25
2018	26	1844	6298072	Girls Inc. of West Contra Costa County: Afterschool and Education Enrichment Program	05Z	LMA	\$2,755.13
2018	27	1845	6258086	Mt. Diablo Unified School District	05Z	LMA	\$927.70
2018	27	1845	6298072	Mt. Diablo Unified School District	05Z	LMA	\$9,072.30
2018	31	1849	6244648	Coordinated Outreach, Referral, and Engagement (CORE) Homeless Street Outreach	05Z	LMC	\$8,088.54
2018	31	1849	6298072	Coordinated Outreach, Referral, and Engagement (CORE) Homeless Street Outreach	05Z	LMC	\$14,211.46
2018	33	1851	6220703	Contra Costa Crisis Center	05Z	LMC	\$4,503.50
2018	33	1851	6244648	Contra Costa Crisis Center	05Z	LMC	\$4,500.06
2018	33	1851	6298072	Contra Costa Crisis Center	05Z	LMC	\$8,996.27
					05Z	Matrix Code	\$206,677.12
Total							\$771,066.16

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	63	1880	6220702	CDBG Program Administration	21A		\$468,917.54
2018	63	1880	6241742	CDBG Program Administration	21A		\$345,372.90
2018	63	1880	6258057	CDBG Program Administration	21A		\$193,434.64
2018	63	1880	6299189	CDBG Program Administration	21A		\$267,309.52
					21A	Matrix Code	\$1,275,034.60
2018	30	1848	6220703	ECHO Housing: Fair Housing Services	21D		\$7,853.80



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PR26 - CDBG Financial Summary Report  
Program Year 2018  
CONTRA COSTA COUNTY , CA

DATE: 09-10-19  
TIME: 15:43  
PAGE: 8

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	30	1848	6258086	ECHO Housing: Fair Housing Services	21D		\$14,129.67
2018	30	1848	6298072	ECHO Housing: Fair Housing Services	21D		\$9,630.84
					21D	Matrix Code	\$31,614.31
Total							\$1,306,648.91

DRAFT



Contra  
Costa  
County

To: Board of Supervisors  
From: Gus Kramer, Assessor  
Date: September 24, 2019

Subject: Recovery Costs for Maintaining Use Codes for Special Taxes

---

**RECOMMENDATION(S):**

AUTHORIZE the Auditor-Controller to make a deduction from special tax proceeds at the rate of \$0.09 per special assessment and credit that amount to the Assessor's account 1600-9607, pursuant to Board Resolution No. 84/332.

**FISCAL IMPACT:**

This action would allow the County to recover costs incurred in collecting special taxes on behalf of local agencies.

**BACKGROUND:**

The Assessor has developed and attempted to maintain parcel use codes for the internal use of this office and is not required to maintain such codes for other purposes. Local agencies imposing special taxes have made use of the parcel use codes in collecting special taxes. Government Code Sections 50077 (b) and 53978 (d) authorize the County to deduct from special tax proceeds its reasonable costs incurred in collecting special taxes on behalf of local agencies.

**CONSEQUENCE OF NEGATIVE ACTION:**

Denial of this action would prevent the County from recovering its costs incurred in collecting special taxes on behalf of local agencies.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Sara Holman, (925)  
313-7500

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

By: , Deputy

cc: Laura Strobel, Dorothy Lim

ATTACHMENTS

Board Resolution No.  
84/332

ABSTAIN: None.

RESOLUTION NO. 84/332

RECEIVED  
JUN 12 1984  
CONTRA COSTA  
COUNTY ASSESSOR

SUBJECT: Recovery of costs of maintaining use codes for special taxes

The Board of Supervisors of Contra Costa County RESOLVES THAT:

WHEREAS the Assessor has developed and maintained parcel use codes for the internal use of his office and is not required to maintain such codes for other uses,

WHEREAS the County Administrator has advised that the only practical way that local agency special tax ordinances can be implemented and such taxes can efficiently be collected is by using the Assessor's use codes to apply the appropriate amount of special taxes to each parcel in the taxing agency;

WHEREAS the Assessor obtains no benefits from the use of such codes by the local agencies that need the codes to collect their special taxes,

WHEREAS the Assessor is in need of financial assistance in order to continue to adequately maintain the use codes necessary for such special taxes and may not be able to continue to adequately maintain such codes without financial assistance,

WHEREAS the Assessor may well discontinue maintaining use codes for his internal use, considering the costs of maintaining such codes in relation to the benefits obtained from his internal use of the codes,

WHEREAS the public interest requires that the Assessor's use codes continue to be adequately maintained and be available to local agencies for their use in collecting special taxes,

WHEREAS Government Code §§50077(b) and 53978(d) authorize the County to deduct its reasonable costs incurred in collecting special taxes on behalf of local agencies;

NOW, THEREFORE, it is by this Board ordered that the total of all costs of maintaining the Assessor's use codes for the year, including all personnel, equipment and material costs necessary for such maintenance, shall annually be determined by the Assessor and, upon approval by this Board, shall be deducted by the Auditor from the proceeds of special taxes collected for the year by the County for the local agencies in the County. The total of such deductions shall be credited to the Assessor's account for 9606-1647. Said deductions shall be made from the proceeds of each local agency imposing a special tax according to the following formula:

$$\begin{array}{l} \text{Deductions from Special} \\ \text{Tax Proceeds of the} \\ \text{Local Agency} \end{array} = \frac{\begin{array}{l} \text{(Number of Parcels in} \\ \text{the Local Agency} \\ \text{Total Number of Parcels} \\ \text{in all Local Agencies} \\ \text{Imposing Special taxes} \end{array}}{\begin{array}{l} \text{(Assessor's Total} \\ \text{Annual Costs of} \\ \text{Maintaining Use Codes)} \end{array}}$$

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:

June 5, 1984

J.R. OLSON, COUNTY CLERK  
and ex officio Clerk of the Board

Orig. Dept.:

cc: Assessor

Auditor-Controller

Treasurer-Tax Collector

Administrator

Local Agencies Imposing Use Codes



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 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 Peer Review and Credentialing Committee on August 13, 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:**

Not applicable.

**BACKGROUND:**

The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisors approval must be contained within each Contra Costa Health Plan (CCHP) provider's credentials file. Approval of this list of providers as recommended by the CCHP Peer Review and Credentialing Committee will enable the CCHP to comply with this requirement.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, CCHP Providers would not be appropriately credentialed and not be in compliance with the NCQA.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Sharron Mackey,  
925-313-6104

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

By: , Deputy

cc: Marcy Wilhelm, Heather Wong

ATTACHMENTS

Provider List



**Contra Costa Health Plan**  
**Providers Approved by Peer Review and Credentialing Committee**  
**August 13, 2019**

<b>CREDENTIALING PROVIDERS AUGUST 2019</b>	
<b>Name</b>	<b>Specialty</b>
Ball, Jonathan, MS	Qualified Autism Provider
Beach, Horace, PhD	Mental Health Services
Boothe-Calhoun, Kiesha, BCBA	Qualified Autism Provider
Curtis, Valerie, MD	OB/GYN
DeLong, Elizaveta, PA	Mid-Level Urgent Care
Gjestson, Anne Marie, MA	Qualified Autism Provider
Goldrich, Michael, MD	Primary Care Internal Medicine
Gratz, Claire, BS, RBT	Qualified Autism Professional
Hall, Julie, BCBA	Qualified Autism Provider
Jespersen, Kimberly, PT	Physical Therapy
Johnson, Julianna, BCBA	Qualified Autism Provider
Johnson, Yasin, M.Ed.	Qualified Autism Provider
Lee, Vincent, MS	Qualified Autism Provider
Lewis, Stanley, MS	Qualified Autism Provider
Nguyen, Monique, OD	Optometry
Patel, Shivani, MS	Qualified Autism Provider
Qiu, Jia, BCBA	Qualified Autism Provider
Wong, Magdalene, MFT	Mental Health Services

<b>CREDENTIALING ORGANIZATIONAL PROVIDER AUGUST 2019</b>		
<b>Provider Name</b>	<b>Provide the Following Services</b>	<b>Location</b>
Apollo Home Health Care, LLC	Home Health	Pleasanton

<b>RE-CREDENTIALING PROVIDERS AUGUST 2019</b>	
<b>Name</b>	<b>Specialty</b>
Blau, Nathan, MD	Primary Care Internal Medicine
Chen, Eric, MD	Diagnostic Radiology
Gallo, John, DO	Primary Care Internal Medicine
Grant, Philip, BCBA	Qualified Autism Provider
Kolomey, Irina, DO	Primary Care Internal Medicine
Kopiko, Karen, OD	Optometry
Le, Jesse, MD	Urology
Lo, Stephen, MD	Anesthesiology

<b>RECREDENTIALING PROVIDERS AUGUST 2019</b>	
<b>Name</b>	<b>Specialty</b>
Mostaghassi, Taraneh, MD	Primary Care Pediatrician
Murphy, John, MD	Primary Care Internal Medicine
Nam, Enoch, MD	Ophthalmology
Obnial, Gonzalo, MD	Surgery – Vascular
Pecci, Matthew, MD	Orthopaedics
Reynosa, Kimberly, MD	Primary Care Internal Medicine
Rudnick, Craig, MD	Psychiatry
Shain, Philip, MD	Psychiatry/ Child & Adolescent Psychiatry
Sirott, Matthew, MD	Hematology/Oncology
Stevenson, Mark, DDS	Endodontics
Sun, Chao, MD	Primary Care Family Medicine
Toma, Louay, MD	Orthopaedic Surgery
Wadhwa, Gurinder, DO	Primary Care Family Medicine

<b>RECREDENTIALING ORGANIZATIONAL PROVIDER AUGUST 2019</b>		
<b>Provider Name</b>	<b>Provide the Following Services</b>	<b>Location</b>
East Bay Integrated Care, Inc. dba: Hospice of the East Bay	Hospice	Pleasant Hill



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: September 24, 2019

Subject: Unpaid Student Training Agreement #76-666 with Oregon Health and Science University

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #76-666 with Oregon Health and Science University, an educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for medical residency students, for the period 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 Oregon Health and Science University medical residency 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.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **09/24/2019** ☐ 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: September 24, 2019

Contact: Jaspreet Benepal,  
925-370-5101

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

By: , Deputy

cc: L Walker, M Wilhelm

**BACKGROUND: (CONT'D)**

Under Unpaid Student Training Agreement #76-666, Oregon Health and Science University students will receive supervised fieldwork instruction experience, at CCRMC and Contra Costa Health Centers through August 31, 2024.

**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.