

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**

**CANDACE ANDERSEN**, *CHAIR*, 2ND DISTRICT

**DIANE BURGIS**, *VICE CHAIR*, 3RD DISTRICT

**JOHN GIOIA**, 1ST DISTRICT

**KAREN MITCHOFF**, 4TH DISTRICT

**FEDERAL D. GLOVER**, 5TH DISTRICT

**DAVID J. TWA**, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900

**To slow the spread of COVID-19, the Health Officer's Shelter Order of March 16, 2020, prevents public gatherings ([Health Officer Order](#)). In lieu of a public gathering, the Board of Supervisors meeting will be accessible via television and live-streaming to all members of the public as permitted by the Governor's Executive Order 29-20. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at [www.contracosta.ca.gov](http://www.contracosta.ca.gov).**

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA MAY SUBMIT PUBLIC COMMENTS TO <https://forms.gle/sBdHZZPsB838gHof8> EITHER BEFORE OR DURING THE MEETING.

If you have difficulty accessing the public comment link, please contact Clerk of the Board at [ClerkOfTheBoard@cob.cccounty.us](mailto:ClerkOfTheBoard@cob.cccounty.us).

All comments submitted before the conclusion of the meeting will be included in the record of the meeting. When feasible, the Clerk of the Board also will read the comments into the record at the meeting, subject to a two minute time limit per comment.

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

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

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

**AGENDA  
March 31, 2020**

**9:00 A.M. Convene and announce adjournment to closed session in Room 101.**

**Closed Session**

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

1. Agency Negotiators: David Twa and Richard Bolanos.

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

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

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

1. *Conservatorship of the Person and Estate of E.B. (Public Guardian of Contra Costa County v. E.B.)*, California Court of Appeal, First Appellate District, Division 5, Case No. A157280
2. *Tni Jackson v. Contra Costa County, et al.*, Contra Costa County Superior Court Case No. C19-01759
3. *Jessica Fliehm v. Contra Costa County*, WCAB No. ADJ9886681
4. *Mark Danner v. Contra Costa County*, WCAB Nos. ADJ10533755; ADJ10533731; ADJ12545942; ADJ12546450; ADJ7136303
5. *Megan Beach, by and through her guardian ad litem, Stacy Beach, v. Sheena M. Glover, Jimmie L. Glover, Contra Costa County, Eastern Contra Costa Transit Authority (Tri Delta Transit)*, Contra Costa County Superior Court, Case No. C17-00077

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

Inspirational Thought- *"Sometimes the best thing you can do is not think, not wonder, not imagine and not obsess. Just breathe, and have faith that everything will work out for the best."* ~ unknown

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.127 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.**

**DISCUSSION ITEMS**

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

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

- D.3** HEARING to consider adoption of Ordinance No. 2020-12, to regulate the short-term rental of residential dwelling units in the unincorporated area for periods of 30 consecutive days or less, as recommended by the County Planning Commission. **(CONTINUED TO JUNE, 2, 2020, AT 9:30 AM)**
- D.4** HEARING to consider adopting Ordinance No. 2020-11, establishing a one dollar document recording fee for a County Recorder Archive Program, and to consider adopting Ordinance No. 2020-10, repealing the one dollar document recording fee for the Social Security Number Truncation Program. (Deborah Cooper, Clerk-Recorder)
- D.5** CONSIDER update on County and School District's Responses to COVID 19; PROVIDE direction to staff:
1. Health Services Department– Anna Roth, Director & Dr. Farnitano, Health Officer
  2. School Districts - Lynn Mackey, County Superintendent of Schools
  3. Property Tax Collections – Rusty Watts, Treasurer-Tax Collector/Robert Campbell, Auditor-Controller
  4. Employment & Human Services – Kathy Gallagher, Director
  5. Budget Impacts and Scheduled Budget Hearings – David Twa, County Administrator
- D.6** CONSIDER authorizing the County Administrator to approve departmental requests to pay in advance for April 2020 those non-governmental community-based organizations that contract with the County to provide direct health and human services to County residents and that are experiencing service delivery disruptions caused by COVID-19, as recommended by the County Administrator. (David Twa, County Administrator)

D. 7 CONSIDER reports of Board members.

**Closed Session**

**\*\*\*\*POSTPONED to a Future Date\*\*\*\***

**27th Annual Cesar E. Chavez Commemorative Celebration**

ADJOURN IN MEMORY OF

***KEN DOTHÉE***

Retired Assistant County Public Defender

**CONSENT ITEMS**

**Road and Transportation**

- C. 1** APPROVE the Biennial Compliance Checklist for the Measure J Growth Management Program to maintain eligibility for State transportation and gas tax funding, as recommended by the Conservation and Development Director.
- C. 2** ADOPT Resolution No. 2020/96 accepting as complete the contracted work performed by Vortex Marine Construction, Inc. for the Jersey Island Road Bridge Repair Project, as recommended by the Public Works Director, Oakley area. (100% Local Road Funds)
- C. 3** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract in the amount of \$1,094,100 with Midstate Barrier, Inc. for the Countywide Guardrail Upgrade Project, Brentwood, Clayton, and Richmond areas. (49% Highway Safety Improvement Program, 13% Local Road Funds, and 38% East County Area of Benefit Funds)
- C. 4** APPROVE and AUTHORIZE the Auditor's Office to issue a warrant in the amount of \$20,000 to the Metropolitan Transportation Commission for Pavement Technical Assistance Program Matching Funds, Countywide, as recommended by the Public Works Director. (100% Local Road Funds)
- C. 5** APPROVE the Happy Valley Road at Bear Creek Road Embankment Repair Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Lafayette area. (89% Federal Highway Administration, 11% Local Road Funds)
- C. 6** AUTHORIZE the Public Works Director, or designee, to advertise for the 2020 On-Call Vegetation Management Services Contract(s) for Various Road, Flood Control, Airport, and Facilities Maintenance Work, for routine pest and vegetation management at existing road, flood control, airport, and county facilities, Countywide. (100% Local Road, Flood Control Funds, Airport Enterprises, and Facilities Funds)
- C. 7** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract with Kerex Engineering, Inc. in the amount of \$774,922 for the Rodeo Downtown Infrastructure Project, Rodeo area. (23% Measure J Funds and 77% Local Road Funds)
- C. 8** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract in the amount of \$1,270,203 with FBD Vanguard Construction, Inc. for the San Pablo Dam Road Traffic Safety Improvements Project, Orinda and Richmond area. (65% Highway Safety Improvement Program Grant Funds and 35% Local Road Funds)

- C. 9** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract in the amount of \$199,883 with Columbia Electric, Inc. for the Walnut Creek Crosswalk Improvements Project, Walnut Creek area. (38% Highway Safety Improvement Program, 11% Transportation Development Act, and 51% Local Road Funds)
- C. 10** RESCIND Traffic Resolution No. 2009/4303, and ADOPT Traffic Resolution No. 2020/4492 to establish speed limits for portions of Camino Diablo, as recommended by the Public Works Director, Byron area. (No fiscal impact)

### **Engineering Services**

- C. 11** ADOPT Resolution No. 2020/82 approving the seventh extension of the Subdivision Agreement for subdivision SD03-08744, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Martinez area. (No fiscal impact)
- C. 12** ADOPT Resolution No. 2020/97 terminating Road Improvement Agreement (Norris Canyon Road Trail Crossing) resolution no. 2001/329 for subdivision SD91-07575, for a project developed by Toll Brothers, Inc., as recommended by the Public Works Director, San Ramon area. (100% Developer Fees)
- C. 13** ADOPT Resolution No. 2020/99 accepting completion of improvements for Subdivision SD12-09298 for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (100% Developer Fees)

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

- C. 14** ADOPT Resolution No. 2020/78 of Initiation ordering the preparation of an Engineer's Report and related proceedings for the levy and collection of the Fiscal Year 2020-21 assessments for Countywide Landscaping District 1979-3, as recommended by the Public Works Director. (100% Countywide Landscaping District 1979-3 funds)
- C. 15** AUTHORIZE the Director of Airports, or designee, to negotiate a long-term ground lease and development terms between the County, as Landlord, and Mark Scott Construction, Inc., as the developer, for approximately 4 acres of land on the south side of Byron Airport. (100% Airport Enterprise Funds)

- C. 16** APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a contract with WSP USA Inc., in an amount not to exceed \$450,000 for construction management services for the Three Creeks Parkway Restoration Project, for the period March 31, 2020 through June 30, 2021, Brentwood area. (100% Drainage Area 130 Funds)
- C. 17** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an agreement with the State Coastal Conservancy to pay the County an amount not to exceed \$884,000 for the North Richmond Watershed Connections project, Richmond area. (No County match)
- C. 18** Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the District, a purchase order with Hedgerow Farms, Inc., in an amount not to exceed \$272,085, for the purchase of custom seed mixes of California native plants, as recommended by the Chief Engineer, Martinez area. (100% Flood Control Zone 3B Funds)
- C. 19** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to make a payment in the amount of \$7,641 to the Bay Area Stormwater Management Agencies Association for services provided to the Contra Costa Clean Water Program in 2018 and 2019, as recommended by the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, Countywide. (100% Stormwater Utility Assessment Funds)
- C. 20** AUTHORIZE the Director of Airports, or designee, to negotiate a long-term ground lease and development terms between the County, as Landlord, and VOLY RE, LLC, as the developer, for approximately 0.86-acres of land on the west side of Buchanan Field Airport. (100% Airport Enterprise Fund)

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

- C. 21** DENY claims filed by Richard Axley, Benito Carrasco Jr and MarciaAnne Carrasco, individually and as guardians of MKMH, a minor, Alejandro Danylyszyn, Sparkle Davis, Manuel Rojas Fierro, Maria de los Angeles Guerra Hinojosa, Darrantay Lewis (2), Scott Loyet, MAPFRE Insurance, Deborah McCracken, Mercury Insurance for Suzanne Drury, Thomas Miller, Sean Pitts, Gregory Pitts, Mohammad Mohammad, Steven Nevares, Emily Osagiede, William Pestano, Noel Rodriguez, Eric Sanders, and Keenan Wilkins (aka Nerrah Brown). DENY amended claim filed by Keenan Wilkins. DENY late claim filed by Keenan Wilkins.

### **Statutory Actions**

- C. 22** ACCEPT Board members meeting reports for February 2020.

## **Honors & Proclamations**

- C. 23** ADOPT Resolution No. 2020/74 honoring Bob Uyeki on the occasion of his retirement from the Y & H Soda Foundation, as recommended by Supervisor Gioia.
- C. 24** ADOPT Resolution No. 2020/77 recognizing March 2020 as National Social Workers' Month, as recommended by the Employment and Human Services Director.
- C. 25** ADOPT Resolution No. 2020/93 honoring El Cerrito's Mira Vista United Church of Christ on its 70th Anniversary, as recommended by Supervisor Gioia.
- C. 26** ADOPT Resolution No. 2020/98 honoring Concord Police Chief Guy Swanger on the occasion of his retirement, as recommended by Supervisor Mitchoff.
- C. 27** ADOPT Resolution No. 2020/109 declaring April 5, 2020 as Education and Sharing Day in Contra Costa County, as recommended by Supervisor Gioia.

## **Appointments & Resignations**

- C. 28** REAPPOINT Robert Sarmiento to the Contra Costa County Primary seat and Jerry Fahy to the Contra Costa County Alternate seat on the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Advisory Committee, as recommended by the Conservation and Development and Public Works Directors.
- C. 29** REAPPOINT Derek Mims to the City of Pleasant Hill seat on the Aviation Advisory Committee, as recommended by the Pleasant Hill City Council.
- C. 30** APPOINT Lauren McCollins to the Rodeo Municipal Advisory Council Appointee Seat 3, as recommended by Supervisor Glover.
- C. 31** REAPPOINT Leland Mlejnek, Linda Schulz, Mark Young, and Rick Kopf to the County Service Area P-5 Citizens Advisory Committee for a two-year term with an expiration date of December 31, 2021, as recommended by Supervisor Andersen.
- C. 32** REAPPOINT Julie Bautista to the Category 2 Seat and Christine Rea to the Category 2 Seat Alternate as the County School Districts and Community College representative of the Treasury Oversight Committee with terms ending April 30, 2024.

- C. 33 REAPPOINT Joseph Motta, Steve Nelson, and Clark Johnson and APPOINT Ross Hillesheim and Christy Campbell to the Alamo Police Services Advisory Committee for a two-year term with an expiration date of December 31, 2021, as recommended by Supervisor Andersen.
- C. 34 APPOINT Nazanin Shakerin to the District II Seat on the Iron Horse Corridor Management Program Advisory Committee for a two-year term with an expiration date of January 1, 2022, as recommended by Supervisor Andersen.
- C. 35 APPOINT Ross Hillesheim to the At Large #2 seat on the County Planning Commission, as recommended by the Internal Operations Committee.
- C. 36 ACCEPT the resignation of Dennis Shusterman, DECLARE a vacancy in the County's Public Member Alternate Seat on the Integrated Pest Management Advisory Committee, and DIRECT the Clerk of the Board to post the vacancy.

### **Appropriation Adjustments**

- C. 37 Health, Housing and Homeless Programs (0463)/Fleet ISF (0064): APPROVE Appropriations and Revenue Adjustment No. 5051 authorizing the transfer of \$126,294 from Health, Housing and Homeless (0463) to the Fleet ISF (0064) for the purchase of five Ford Fusion sedans to expand services within the Health, Housing and Homeless program. (100% State)
- C. 38 Fleet Services Internal Service Fund (0064-150100):APPROVE Appropriation and Revenue Adjustment No. 005053 and AUTHORIZE the transfer of appropriations in the amount of \$135,000 from Facilities Maintenance to ISF Fleet Services for the purchase of 4 Transit Vans, as recommended by the Public Works Director, Countywide.

### **Personnel Actions**

- C. 39 ADOPT Position Adjustment Resolution No. 25585 to add one Administrative Analyst (represented) position and cancel one Clerk-Senior Level (represented) position in the Public Works Department – Airports Division. (100% Airport Enterprise Funds)
- C. 40 ADOPT Position Adjustment Resolution No. 25584 to add one Airport Business and Development Manager (represented) position in the Public Works Department. (100% Airport Enterprise Funds)
- C. 41 ADOPT Position Adjustment Resolution No. 25594 to add one Executive Assistant II to the County Administrator-Exempt position in the County Administrator's Office (100% General Fund)



- C. 42 ADOPT Position Adjustment Resolution No. 25595 to establish the countywide classification of Temporary Emergency Worker (unrepresented). (Various Funds)

### Leases

- C. 43 APPROVE and AUTHORIZE the County Librarian, or designee, to execute a sublease with the International Education Center for approximately 2,075 square feet of office space at 2151 Salvio Street, Suite 299, Concord, through January 31, 2026, at an initial rate of \$4,046 per month through December 2021, with annual increases thereafter. (100% Library Fund)
- C. 44 APPROVE and AUTHORIZE the County Librarian, or designee, to execute a Joint Use Agreement between the County and Mount Diablo Unified School District with a five-year term for the continued operation of a library at Riverview Middle School, as recommended by the Public Works Director, Bay Point Area. (No fiscal impact)

### Grants & Contracts

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

- C. 45 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee to apply for and accept a grant in the amount of \$350,000 from the Department of Justice Office of Violence Against Women to Engage Men and Boys as Allies in the Prevention of Violence Against Women and Girls Program for the period October 1, 2020 through September 30, 2023. (100% Federal, No County match)
- C. 46 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept a grant in an amount of \$500,000 from the Department of Justice Office of Violence Against Women to Prevent and Respond to Domestic Violence, Sexual Assault, and Stalking Against Children and Youth Program for the period October 1, 2020 through September 30, 2023. (100% Federal, No County match)
- C. 47 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Public Health, to pay County an amount not to exceed \$398,620 for education, awareness, outreach, counseling, testing, treatment, surveillance and reporting for the Sexually Transmitted Disease Community Intervention Program for the period July 1, 2019 through June 30, 2024. (No County match)

- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California Department of Housing and Community Development, to pay County an amount not to exceed \$519,402 for the California Emergency Solutions and Housing Program to provide supportive housing services to homeless, or at risk of becoming homeless, residents in Contra Costa County for the period of five years commencing upon California Department of Housing and Community Development approval. (No County match)
- C. 49** ADOPT Resolution No. 2020/105 authorizing the Health Services Director, or designee, to submit a grant application to the California Department of Housing and Community Development, in an amount not to exceed \$200,000 for the Pet Assistance and Support Program to fund shelter, food, and veterinarian services to qualified homeless shelters for the period April 1, 2020 through March 31, 2021. (No County match)
- C. 50** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept a grant in the amount of \$115,000 from the California Department of Housing and Community Development for the Housing Navigators Program for the period July 1, 2020 through June 30, 2022. (100% State, No County match)
- C. 51** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept grant funding in an amount of \$988,511 from California Department of Social Services to provide Housing and Disability Advocacy Program services for the period of award anticipated in Spring 2020 through June 30, 2021. (100% State, 1:1 cash or in-kind match)
- C. 52** APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to accept a grant award in the amount of \$113,600 from the California Department of Housing and Community Development for the Transitional Housing Program over two years from the period of grant award through June 30, 2022. (50% State, 50% County match)
- C. 53** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with AAA Northern California, Nevada & Utah, to pay County an amount not to exceed \$3,500 to provide car seats and car seat boosters to low income families under the AAA Child Passenger Safety Donation Program for the period April 9, 2020 through December 18, 2020. (No County match)
- C. 54** ADOPT Resolution No. 2020/112 authorizing the County Administrator, or designee, to submit a Federal Emergency Management Agency, Request for Public Assistance certification to the California Governor's Office of Emergency Services and take related actions. (No fiscal impact)

- C. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California Department of Business, Consumer Services and Housing Agency, to pay County an amount not to exceed \$858,735 for COVID-19 Emergency Homelessness Funding to provide prevention and containment efforts for temporary homeless shelters in Contra Costa County commencing upon State approval through June 30, 2020. (No County match)
- C. 56** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$5,000 from East Bay Community Foundation, administered by the Rodeo Municipal Advisory Council, to supplement Rodeo Library services, pursuant to the local refinery Good Neighbor Agreement, for the period July 1 through December 31, 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. 57** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Blankinship & Associates, Inc. in an amount not to exceed \$540,000 to provide on-call professional stormwater quality services for a variety of National Pollutant Discharge Elimination System Permit requirements for the period April 1, 2020 through March 31, 2023, Countywide. (100% Stormwater Utility Assessment Funds)
- C. 58** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Rubicon Programs Inc., effective January 1, 2020, to increase the payment limit by \$115,797 to a new payment limit of \$250,797, to provide mental health services for CalWORKs clients with no change in the term July 1, 2019 through June 30, 2020. (100% CalWORKS)
- C. 59** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Goodwill Industries of the Greater East Bay, Inc., in an amount not to exceed \$347,400, to provide for Subsidized Temporary Experience with/without Pay for the Under-Employed Program Services, for the period January 1, 2020 through June 30, 2020. (15% State, 85% Federal)
- C. 60** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Robert Half International Inc., in an amount not to exceed \$195,000, to provide an Interim Chief Financial Officer, for the period October 1, 2019 through June 30, 2020. (51% State, 44% Federal, 5% County)
- C. 61** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an agreement with Contra Costa County Office of Education, in an amount not to exceed \$50,000 to provide tutoring services to children in foster care for the period July 1, 2020 through June 30, 2021. (70% State, 30% County)

- C. 62** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with LocumTenens.com, LLC, in an amount not to exceed \$2,250,000 to provide temporary physician services at Contra Costa Regional Medical Center and Health Centers for the period March 1, 2020 through February 28, 2023. (100% Hospital Enterprise Fund I)
- C. 63** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Vitas Healthcare Corporation of California, in an amount not to exceed \$1,450,000 to provide home health and hospice services to Contra Costa Health Plan Members for the period March 1, 2020 through February 28, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 64** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Nichols Consulting Engineers, CHTD (dba NCE), to increase the payment limit by \$150,000 to a new payment limit of \$300,000 and extend the term from March 1, 2020 to March 1, 2021, for on-call pavement engineering and pavement management services, Countywide. (100% Local Road Funds)
- C. 65** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Contra Costa County Office of Education for County to pay an amount not to exceed \$108,045 to receive educational liaison services for children in foster care, for the period July 1, 2020 through June 30, 2021. (70% State, 30% County)
- C. 66** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Matthew Guichard for coroner's inquest hearing services, in an amount of \$49,575 for the term of May 1, 2020 to April 30, 2022. (100% General Fund)
- C. 67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Healthy Living at Home-East Bay, LLC, in an amount not to exceed \$400,000 to provide home health care services for Contra Costa Health Plan Members for the period April 1, 2020 through March 31, 2022. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 68** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Nicole C. Hickey, M.D, in an amount not to exceed \$1,263,000 to provide pulmonology services to Contra Costa Regional Medical Center and Contra Costa Health Center patients for the period May 15, 2020 through May 14, 2023. (100% Hospital Enterprise Fund I)

- C. 69** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Steven A. Harrison, M.D., A Professional Corporation, in an amount not to exceed \$1,000,000 to provide ophthalmology services to Contra Costa Regional Medical Center and Health Center patients for the period May 1, 2020 through April 30, 2023. (100% Hospital Enterprise Fund I)
- C. 70** APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District (District) or designee, to execute a contract amendment with Horizon Water and Environment, LLC, effective March 1, 2020, to extend the term from March 13, 2020 to December 31, 2020, with no change to the payment limit, to complete necessary environmental compliance work, Countywide. (100% Flood Control Funds)
- C. 71** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Lawrence V. Gossett (dba Gossett Civil Engineering), to amend the termination date from November 30, 2020 to a new termination date of January 5, 2021, for on-call land development engineering consulting services, Countywide. (100% Developer Fees)
- C. 72** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Fehr & Peers, to extend the term from April 17, 2020 to April 17, 2021, with no change to the original payment limit of \$250,000 for continued countywide street lighting and on-call municipal engineering services, Countywide. (100% County Service Area Funds)
- C. 73** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Plan B Works, effective March 1, 2020, to increase the payment limit by \$35,000 to a new payment limit of \$235,000 with no change to the original term ending June 30, 2020, for continued process analysis and recommendation services, as recommended by the Public Works Director, Countywide. (100% Local Road Funds)
- C. 74** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Community Options for Families and Youth, Inc., effective March 1, 2020, to increase the payment limit by \$35,301 to a new payment limit of \$2,305,068 to provide mental health and functional family therapy services for youth who have had serious contact with the Juvenile Justice System, with no change in the term July 1, 2019 through June 30, 2020, and to increase the automatic extension payment limit by \$78,950 to a new payment limit of \$1,213,834 through December 31, 2020. (39% Federal Medi-Cal; 28% Probation Mentally Ill Offenders Crime Reduction Grant; 20% Mental Health Realignment Funds; 13% Probation Non-Mentally Ill Offenders Crime Reduction Flex Funds)

- C. 75** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Stericycle, Inc., effective March 1, 2020, to increase the payment limit by \$351,000 to a new payment limit of \$1,351,000, and extend the termination date from March 31, 2020 to June 30, 2020, to provide additional bio-hazardous waste management removal services for Contra Costa Regional Medical Center and Health Centers. (100% Hospital Enterprise Fund I)
- C. 76** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the U.S. Department of Veterans Affairs, Northern California Health Care System, to increase the payment limit by \$710,000 to a new payment limit of \$2,294,377 and extend the termination date from March 31, 2020 to March 31, 2021, for nuclear medicine services at Contra Costa Regional Medical Center. (100% Hospital Enterprise Fund I)
- C. 77** APPROVE and AUTHORIZE the Purchasing Agent to execute a purchase order in the amount of \$100,000 with Presidio Networked Solutions Group, LLC for Cisco Security Advisory Subscription Services for the Library, as recommended by the Chief Information Officer. (100% Library Funds)
- C. 78** APPROVE and AUTHORIZE the Purchasing Agent to execute a purchase order in the amount of \$100,000, with Presidio Networked Solutions Group, LLC for Cisco Routing and Switching Optimize Subscription Services for the Library, as recommended by the Chief Information Officer. (100% Library Funds)
- C. 79** APPROVE and AUTHORIZE the County Librarian, or designee, to execute a contract with the Contra Costa County Historical Society, Inc., a California non-profit, for the transfer of historical materials and related furnishings effective April 1, 2020. (100% Library Fund)
- C. 80** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, an amendment to purchase order #F03368 with Depuy Synthes Products, Inc., to increase the payment limit by \$500,000 to a new payment limit of \$2,250,000 for implants, orthopedic supplies and devices for Contra Costa Regional Medical Center with no change in the original term April 1, 2016 through March 31, 2020. (100% Hospital Enterprise Fund I)
- C. 81** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Delta Personnel Services, Inc. (dba Guardian Security Agency), in an amount not to exceed \$3,425,000 to provide security guard services at Contra Costa Regional Medical Center and Health Centers for the period January 1, 2020 through December 31, 2022. (100% Hospital Enterprise Fund I)

- C. 82** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Ortho-Clinical Diagnostics, Inc., to increase the payment limit by \$140,000 to a new payment limit of \$538,787 for blood bank reagents and supplies for the Contra Costa Regional Medical Center and Contra Costa Health Centers with no change in the original term July 1, 2015 through June 30, 2020. (100% Hospital Enterprise Fund I)
- C. 83** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bellevue Eye Medical Center, Inc., in an amount not to exceed \$250,000 to provide ophthalmology services to Contra Costa Health Plan members for the period June 1, 2020 through May 31, 2022. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 84** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Bryan Ristow, M.D., effective April 1, 2020, to increase the payment limit by \$97,000 to a new payment limit of \$1,728,000, to provide additional cardiology services at Contra Costa Regional Medical Center for the period June 1, 2017 through May 31, 2020. (100% Hospital Enterprise Fund I)
- C. 85** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Comprehensive Psychiatric Services, A Medical Group, in an amount not to exceed \$250,000 to provide psychiatry services for Contra Costa Health Plan members for the period June 1, 2020 through May 31, 2022. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 86** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Peterson Power Systems, Inc., to increase the payment limit by \$600,000 to a new payment limit of \$800,000, with no change to the original term October 1, 2019 through November 20, 2022, to provide industrial engine maintenance, repair, and replacement services at the North Richmond Pump Station Richmond area. (100% General Fund)
- C. 87** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Brown Miller Communications, Inc., effective March 1, 2020, to increase the payment limit by \$200,000 to a new payment limit of \$635,000 and extend the term from August 31, 2020 to August 31, 2021 for additional communication support services with regard to the COVID-19. (100% Hospital Enterprise Fund I)
- C. 88** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with Karpel Computer Systems, Inc., to increase the payment limit by \$190,000 to a new payment limit of \$2,332,122 to purchase up to 10 local law enforcement agency interfaces and annual maintenance, to enable electronic filing of criminal complaints with the District Attorney's Office. (100% Local Agency reimbursement)

- C. 89** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Specialty Laboratories, Inc. (dba Quest Diagnostic Nichols Institute), effective March 1, 2020, to increase the payment limit by \$350,000 to a new payment limit of \$5,000,000 to provide COVID-19 testing with no change in the original term January 1, 2019 through December 31, 2020. (100% Hospital Enterprise Fund I)
- C. 90** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Ounce of Prevention Fund in an amount not to exceed \$70,000 for County to receive Professional Development, Lead Learn Excel Program services for the period October 1, 2019 through December 31, 2020. (100% Federal)
- C. 91** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Regents of the University of California, on behalf of the University of California, San Francisco Medical Center effective March 1, 2020, for additional physicians to provide remote neurology and consultation services with no change in the payment limit of \$480,000 and no change in the term January 1, 2018 through December 31, 2020. (100% Hospital Enterprise Fund I)
- C. 92** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Wood Environment & Infrastructure Solutions, Inc., in an amount not to exceed \$250,000, to provide professional stormwater quality services for a variety of National Pollutant Discharge Elimination System Permit requirements for the Contra Costa County Watershed Program, for the period April 1, 2020 through March 31, 2023, Countywide. (100% Stormwater Utility Assessment Funds)
- C. 93** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Larry Walker Associates, Inc., in an amount not to exceed \$675,000, to provide professional stormwater quality services for a variety of National Pollutant Discharge Elimination System Permit requirements for the Contra Costa County Watershed Program, for the period April 1, 2020 through March 31, 2023, Countywide. (100% Stormwater Utility Assessment Funds)
- C. 94** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Soter-Ming Chang, M.D., in an amount not to exceed \$225,000 to provide pediatric primary care services to Contra Costa Health Plan members for the period June 1, 2020 through May 31, 2022. (100% Contra Costa Health Plan Enterprise Fund II)



- C. 95** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Antioch Physical Therapy and Sports Injury Center, Inc., in an amount not to exceed \$300,000 to provide outpatient physical therapy services to Contra Costa Health Plan members for the period June 1, 2020 through May 31, 2022. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 96** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of Health Services Director, a purchase order with AGFA Healthcare Corporation, in an amount not to exceed \$245,270 to renew software and hardware support and maintenance services for the period April 1, 2020 through March 31, 2021. (100% Hospital Enterprise Fund I)
- C. 97** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Ounce of Prevention Fund in an amount not to exceed \$20,000 for the County's Community Services Bureau to receive Early Education Essentials Program services for the period November 1, 2019 through December 31, 2020. (100% Federal)
- C. 98** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with God's Grace Caring Home, Inc., effective March 31, 2020 to increase the payment limit by \$51,000 to a new payment limit of \$403,000 and extend the termination date from March 31, 2020 to June 30, 2020 for additional residential board and care services. (100% County General Fund)
- C. 99** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a cancellation of contract with Lincoln, effective on the close of business on February 29, 2020 and approve a new contract with Lincoln, in an amount not to exceed \$2,139,128, to provide mental health services and multi-dimensional family therapy for seriously emotionally disturbed adolescents and their families for the period March 1, 2020 through June 30, 2021, including a six-month automatic extension through December 31, 2021, in an amount not to exceed \$800,864. (34% Federal Medi-Cal; 58% Mental Health Services Act; 8% Mental Health Realignment Funds)
- C.100** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bayside Solutions, Inc., effective March 1, 2020, to increase the payment limit by \$450,000 to a new payment limit of \$1,550,000 to provide additional hours of consulting and recruitment services for the Health Services Department's Information Systems Unit with no change in the original term of January 1, 2018 through June 30, 2020. (100% Hospital Enterprise Fund I)

- C.101** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with R. Mason Coleman, M.D., Inc., in an amount not to exceed \$1,050,000 for the provision of radiology services for patients at Contra Costa Regional Medical Center and Health Centers for the period April 1, 2020 through March 31, 2023. (100% Hospital Enterprise Fund I)
- C.102** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Mariposa McCall, M.D., effective April 30, 2020, to increase the payment limit by \$42,720 to a new payment limit of \$338,912 and extend the termination date from April 30, 2020 to June 30, 2020, for additional outpatient psychiatric care services to adults in Central County. (100% Mental Health Realignment)
- C.103** RATIFY issuance of an emergency blanket purchase order authorized by the County Administrator in the amount of \$20,000,000 to secure critical services and supplies necessary to respond to the COVID-19 pandemic in Contra Costa County. (100% General Fund)
- C.104** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bitfocus, Inc., in an amount not to exceed \$276,036 to provide licensing, hosting and support for the Contractor's Homeless Management Information System for the period October 18, 2019 through October 17, 2022. (100% Hospital Enterprise Fund I)

### **Other Actions**

- C.105** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to enter into an Agreement with SightLife, for the release and removal of donor tissue by Sightlife, for the period of May 1, 2020 through April 30, 2022. (No fiscal impact)
- C.106** CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999, and most recently approved by the Board on December 18, 2018, regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (No fiscal impact)
- C.107** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to process payments for tuition and training expenses and to execute contracts with local employers to partially reimburse expenses for on-the-job training, for eligible Workforce Innovation and Opportunity Act enrolled participants, increasing the payment limit by \$200,000 to a limit not to exceed \$625,000, with no change to the period July 1, 2019 through June 30, 2020. (100% Federal)

- C.108** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay each of up to eleven In-Home Supportive Services Public Authority Advisory Council (AC) members \$24 per meeting attendance for up to three AC meetings per month for a total cost not to exceed \$5,808 in stipends to defray meeting attendance costs for the period July 1, 2020 through June 30, 2021, as recommended by the Employment and Human Services Director (50% Federal, 40% State, 10% County).
- C.109** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to distribute the 2018-19 State Highway property rental pursuant to the provisions of Section 104.10 of the Streets and Highways Code, as recommended by the County Auditor-Controller. (92% County Road Fund, 7% City of Lafayette, 1% City of Walnut Creek)
- C.110** APPROVE and AUTHORIZE the County Librarian, or designee, to close all branches of the County Library in accordance with an amended 2020 holiday and training schedule.
- C.111** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Carrington College, effective June 30, 2020, to add a medical laboratory assistant classification to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers with no change in the term July 1, 2012 through June 30, 2024. (No Fiscal Impact)
- C.112** APPROVE and AUTHORIZE the Treasurer-Tax Collector, or designee, to terminate the contract between the Treasurer-Tax Collector and KUBRA West, Inc. for electronic payment management and process services, effective at the close of business on June 30, 2020.
- C.113** DECLARE and ACCEPT the results of the March 3, 2020 Primary Election; and DECLARE specified measures and/or candidates elected, as recommended by the County Clerk-Recorder and Registrar. (No fiscal impact)
- C.114** ACCEPT 2018/19 annual report from the Public Works Director on the Internal Services Fund and status of the County's Vehicle Fleet, as recommended by the Internal Operations Committee. (No fiscal impact)
- C.115** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Letter of Intent with SunPower Corporation Systems, allowing SunPower to submit applications to the California Energy Commission for Equity-Self Generation Implementation Program rebates to fund the installation of energy storage systems at County-owned facilities, Countywide. (No fiscal impact)

- C.116** APPROVE and AUTHORIZE the Public Works Director, or designee, to enroll in the MCE Deep Green 100% Renewable Energy Program for all the County's electricity accounts, with the exception of the solar-powered PG&E Net Energy Metering accounts, Countywide. (100% General Fund)
- C.117** APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director on February 19, 2020, 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. (No fiscal impact)
- C.118** ADOPT Resolution No. 2020/108 accepting as complete, the contracted work performed by C. Overaa & Co., for West County Behavioral Health Center project located at 13585 San Pablo Avenue, San Pablo, as recommended by the Public Works Director. (No fiscal impact)
- C.119** DECLARE as surplus and AUTHORIZE the Purchasing Agent to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide. (No fiscal impact)
- C.120** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an amendment to the ambulance services contract with the San Ramon Valley Fire Protection District to extend the term from April 30, 2020 to October 31, 2020, for continued emergency ambulance service in the County's Emergency Response Area IV, as recommended by the Health Services Director. (Non-financial agreement)
- C.121** ACCEPT the Fiscal Year 2019–2020 Community Facilities District Tax Administration Report on County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Management Facilities), as recommended by the Public Works Director, Countywide. (100% Community Facilities District No. 2007-1 Funds)
- C.122** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Samuel Merritt University to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers to nursing, physical therapist, podiatry and occupational therapist students for the period April 1, 2020 through March 31, 2022. (No Fiscal Impact)
- C.123** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract extension with Regents of the University of California, on behalf of University of California, San Francisco for supervised field instruction at Contra Costa Regional Medical Center and Health Centers to extend the term from June 30, 2020 through June 30, 2025. (No Fiscal Impact)

- C.124** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Dominican University of California, to provide supervised field instruction in the County's Public Health Division to occupational therapy students for the period July 1, 2020 through June 30, 2025. (No Fiscal Impact)
- C.125** APPROVE and AUTHORIZE the District Attorney, or designee, to execute an agreement with the City of San Jose in an amount not to exceed \$200,000 to procure a mobile forensic vehicle for the Silicon Valley Internet Crimes Against Children Task Force for the grant performance period ending December 31, 2020. (100% State)
- C.126** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee to enter into an Agreement with Donor Network West, for the provision of organ procurement services, for the period of May 1, 2020 through April 30, 2022. (No fiscal impact)
- C.127** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Diablo Medical Training, to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers to phlebotomy students for the period May 1, 2020 through December 23, 2021. (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. Requests will be resolved by the Clerk of the Board, and in conjunction with the County's ADA Coordinator where necessary, in favor of accessibility.

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

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

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

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

### **STANDING COMMITTEES**

**Until further notice, to slow the spread of COVID-19 and in lieu of a public gathering, all of the Board's STANDING COMMITTEES will meet and provide public access either telephonically or electronically, as noticed on the agenda for the respective STANDING COMMITTEE meeting.**

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

The **Finance Committee** (Supervisors John Gioia and Karen Mitchoff) meets on the first 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 John Gioia) meets quarterly on the first Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

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

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

Pine Street, Martinez.

The **Sustainability Committee** (Supervisors Federal D. Glover and John Gioia) 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 Candace Andersen and Karen Mitchoff) meets on the second Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

|  |  |            |           |
|--|--|------------|-----------|
| Airports Committee                               | May 13, 2020   | 10:30 a.m. | See above |
| Family & Human Services Committee                | April 27, 2020   | 9:00 a.m.  | See above |
| Finance Committee                                | April 6, 2020 Canceled<br>May 4, 2020  | 9:00 a.m.  | See above |
| Hiring Outreach Oversight Committee              | June 1, 2020   | 10:30 a.m. | See above |
| Internal Operations Committee                    | April 13, 2020 Canceled<br>April 6, 2020 Special Meeting<br>Canceled<br>May 11, 2020 | 11:00 a.m. | See above |
| Legislation Committee                            | April 13, 2020 Canceled<br>May 11, 2020  | 1:00 p.m.  | See above |
| Public Protection Committee                      | April 27, 2020   | 10:30 a.m. | See above |
| Sustainability Committee                         | May 26, 2020   | 1:30 p.m.  | See above |
| Transportation, Water & Infrastructure Committee | April 7, 2020 Special Meeting  | 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  
**CCCPCFD (ConFire)** Contra Costa County Fire Protection District  
**CCHP** Contra Costa Health Plan  
**CCTA** Contra Costa Transportation Authority  
**CCRMC** Contra Costa Regional Medical Center  
**CCWD** Contra Costa Water District  
**CDBG** Community Development Block Grant  
**CFDA** Catalog of Federal Domestic Assistance  
**CEQA** California Environmental Quality Act  
**CIO** Chief Information Officer  
**COLA** Cost of living adjustment  
**ConFire (CCCPCFD)** Contra Costa County Fire Protection District  
**CPA** Certified Public Accountant  
**CPI** Consumer Price Index  
**CSA** County Service Area  
**CSAC** California State Association of Counties  
**CTC** California Transportation Commission  
**dba** doing business as  
**DSRIP** Delivery System Reform Incentive Program  
**EBMUD** East Bay Municipal Utility District  
**ECCPCFD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent



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

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



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Deborah R. Cooper, Clerk-Recorder  
Date: March 31, 2020

Subject: Hearing to Establish a Recording Fee for a County Recorder Archive Program and to Eliminate the Fee for the Social Security Number Truncation Program

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**RECOMMENDATION(S):**

1. OPEN the public hearing, RECEIVE testimony, and CLOSE public hearing;
2. ADOPT Ordinance No. 2020-11 modifying the Clerk-Recorder Fee Schedule to establish a recording fee of one dollar (\$1.00) per document until January 1, 2026, for a county recorder archive program; and
3. ADOPT Ordinance No. 2020-10 eliminating a recording fee of one dollar (\$1.00) per document for the Social Security Number Truncation Program.

**FISCAL IMPACT:**

The fee for the county recorder archive program will generate approximately \$240,000 per year to pay for the program's implementation and ongoing operation costs. At the same time, elimination of the fee for the Social Security Truncation Program will result in the reduction of approximately \$240,000 per year.

**BACKGROUND:**

The Clerk-Recorder desires to fund a county recorder archive program under Government Code section 27361.4(a)(2), which allows for the imposition of a fee of one dollar (\$1) for filing every instrument, paper, or notice for record, to implement and fund a county recorder archive program. The funds generated by the fee can only be used to pay for the implementation and ongoing operational costs of the program. Further, the fee cannot be charged after January 1, 2026, when authority for the fee is automatically repealed by law.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: B. Dunmore  
925-335-7919

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The fee is in addition to all other recording fees charged by the Clerk-Recorder.

At the same time, the Clerk-Recorder wishes to eliminate the one dollar (\$1) fee per document for the Social Security Number Truncation Program, which was adopted pursuant to Ordinance 2008-17 and under the authority of Government Code section 27301. Under this state-mandated program, the Clerk-Recorder was required to redact the first five digits of all social security numbers from all official records recorded with the Clerk-Recorder, so that only the last four digits appear on the public record version. The Clerk-Recorder has now completed the partial redaction of social security numbers from its official public records and, thus, no longer needs the revenue generated by the fee.

CONSEQUENCE OF NEGATIVE ACTION:

If the recommended actions are not approved, the Clerk-Recorder will lack a source of funds to implement and fund an archive program but will collect funds for the social security truncation program, which it has completed.

ATTACHMENTS

Ordinance 2020-10 SSN Truncation

Ordinance 2020-11 Archive Program Fee

ORDINANCE NO. 2020-10  
(uncodified)

**(Repeal of the Social Security Truncation Program Fee)**

The Contra Costa County Board of Supervisors ordains as follows:

**SECTION I. Summary.** This ordinance repeals Ordinance 2008-17, which imposes a recording fee of one-dollar (\$1) per document for the Social Security Truncation Program.

**SECTION II. Fee Repeal.** The recording fee of one-dollar (\$1) per document for the Social Security Truncation Program, established under the authority of Government Code sections 27301 and 27361(d), is hereby repealed. All other Clerk-Recorder fees remain in full force and effect.

**SECTION IV. Fee Schedule.** The Clerk-Recorder fee schedule shall be revised to be consistent with this ordinance.

**SECTION V. Effective Date.** This ordinance becomes 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 published in this County.

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

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

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

[SEAL]

ORDINANCE NO. 2020-11  
(uncodified)

**(County Recorder Archive Program Fee)**

The Contra Costa County Board of Supervisors ordains as follows:

**SECTION I. Authority.**

This ordinance is enacted pursuant to Government Code sections 27361.4(a) and 54985(c)(6).

**SECTION II. Fee Adoption.**

On and after the effective date of this ordinance, the one-dollar (\$1) fee authorized by Government Code section 27361.4(a) is adopted and shall be charged and collected for filing every instrument, paper, or notice for record until January 1, 2026.

**SECTION III. Restrictions.**

The funds generated by the fee authorized by this ordinance shall be used only by the Clerk-Recorder for the purpose of implementing and funding a county recorder archive program as determined by the county recorder pursuant to Government Code section 27361.4(a)(2).

**SECTION IV. Fee Schedule.**

The Clerk-Recorder fee schedule shall be revised to be consistent with this ordinance.

**SECTION V. Effective Date.**

This ordinance becomes 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 published in this County.

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

ORDINANCE NO. 2020-XX

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

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

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

[SEAL]

RJH:

H:\Clerk-Recorder\Ordinances\Micrographics fee ordinance.docx

ORDINANCE NO. 2020-XX



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 31, 2020

Subject: Update on County and School District Responses to COVID 19

---

**RECOMMENDATION(S):**

CONSIDER update on County and School District's Responses to COVID 19; PROVIDE direction to staff:

- 1.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF  
SUPERVISORS**

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

ATTESTED: March 31, 2020

, County Administrator and Clerk of the Board of Supervisors

Contact: David Twa

By: , Deputy

cc:



RECOMMENDATION(S): (CONTD)

Health Department– Anna Roth, Director & Dr. Farnitano, Health Officer

- School Districts - Lynn Mackey, County Superintendent of Schools
- Property Tax Collections – Rusty Watts, Treasurer-Tax Collector/Robert Campbell, Auditor-Controller
- Employment & Human Services – Kathy Gallagher, Director
- Budget Impacts and Scheduled Budget Hearings – David Twa, County Administrator

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Health Services Department has established a new website dedicated to COVID-19, including daily updates. The site is located at: <https://www.coronavirus.cchealth.org/>



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 31, 2020

Subject: AUTHORIZE departments to approve and DIRECT the Auditor-Controller to process advance payments to non-governmental community-based organizations

---

**RECOMMENDATION(S):**

1. AUTHORIZE the County Administrator to approve departmental requests to pay in advance those non-governmental community-based organizations that contract with the County to provide direct health and human services to County residents and that are experiencing service delivery disruptions caused by COVID-19, subject to the following conditions:
  - Advance payments, if any, will be only for the month of April 2020;
  - Advance payments will be based upon budgeted contract amounts for April 2020 or in an amount equal to 1/12 of an annual contract; and
  - In no case shall these payments exceed the total Board authorized contracted amount.
  
2. DIRECT the Auditor-Controller to process such advance payments.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Dennis Bozanich;  
5-1037

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

By: , Deputy

cc: Robert Campbell, Auditor-Controller, All County Department Directors

RECOMMENDATION(S): (CONTD)

FISCAL IMPACT:

This Board action would result in approximately \$6-10 million of advance payments for the month of April, to non-governmental community-based health and human services direct service providers. Advances will be paid with the likelihood of partial reimbursement from State and Federal funding. There may be future audit or cost settlement findings regarding these payments. The County Administrator will provide a report back to the Board once total payments are processed.

BACKGROUND:

COVID-19 is likely to cause significant impacts to the social safety net in Contra Costa County. The safety net relies on a tight integration of government-provided assistance with direct services provided by non-profit organizations. Shelter in place orders are impacting the operations of these non-profit organizations that provide critical services to vulnerable residents of Contra Costa County. Social distancing requirements to prevent disease transmission may make delivery of critical services extremely difficult, impossible or ineffective. Many non-profit organizations have few, if any, financial reserves enough to sustain themselves. Maintaining cash flow is likely to allow quicker resumption of these key services when the emergency is over.

If approved, this action would provide an advance to sustain cash-flow to non-governmental community based direct service organizations during the current emergency.

Eligible non-governmental community based direct health and human service organizations will be required to submit a claim equal to 1/12 of an annual contract (or equivalent pro rated amount) to the department procuring the service as an advance for future services, departments will forward advance payment requests to the Auditor for payment. The Auditor will forward a summary report to the County Administrator for approval of the payments.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 31, 2020

Subject: Biennial Compliance Checklist for the Measure J (2004) Growth Management Program

---

**RECOMMENDATION(S):**

1. APPROVE the completed Biennial Compliance Checklist ("Checklist") for 2018 and 2019, and FIND that the County's policies and programs conform to the requirements for compliance with the Contra Costa Transportation and Improvement and Growth Management Program, as established by Measure C in 1988 and reauthorized by Measure J in 2004; and

2. AUTHORIZE the Chair of the Board of Supervisors to sign the completed Checklist.

**FISCAL IMPACT:**

Approval of the Checklist will qualify the County to receive its Fiscal Year 2019/2020 and 2020/2021 allocations of Measure J "return to source" revenue, estimated to be approximately \$2 million annually.

The Contra Costa Transportation Authority (CCTA), the Congestion Management Agency in the county, also uses the Checklist to demonstrate compliance with the State Congestion Management Act (Government Code §65088 et. seq.). The State will withhold a portion of the state gas tax (Street and Highways Code §2105) to cities and counties that fail to comply with the Congestion Management Act. The County receives approximately \$4.5 million annually from this revenue source, which is dedicated to transportation purposes.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF  
SUPERVISORS**

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

ATTESTED: March 31, 2020

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

Contact:  
925-674-7755

By: , Deputy

cc:

**BACKGROUND:**

The County biennially submits a compliance checklist (Exhibit A) to CCTA to receive the County's portion (18 percent) of the local sales tax funds available for local street maintenance and improvements. The Checklist covers the compliance reporting period from January 1, 2018 to December 31, 2019. The County has satisfied all Checklist requirements during 2018 and 2019. Performance standards for urban services in the unincorporated area were maintained. The County implemented all the required plans, programs, and ordinances for mitigating local and regional transportation impacts of development projects, implemented the adopted Housing Element, and constructed the necessary capital improvements for urban services. County voters approved an Urban Limit Line measure in 2006, and the County complied with the provisions of the measure during 2018 and 2019. The Board of Supervisors has participated in or taken actions during the reporting period, consistent with the multi-jurisdictional transportation planning process established by Measure J.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to approve the Checklist will prevent the County from qualifying for its Fiscal Year allocation for 2019/2020 and 2020/2021 of "return to source" local sales tax funds and state gas tax funds.

**ATTACHMENTS**

GMP\_Checklist\_CY1819

## Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

### Measure J Growth Management Program Compliance Checklist

| <b>1. Action Plans</b>   | <b>YES</b>                          | <b>NO</b>                | <b>N/A</b>               |
|--|-------------------------------------|--------------------------|--------------------------|
| a. Is the jurisdiction implementing the actions called for in the applicable Action Plan for all designated Routes of Regional Significance within the jurisdiction?   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Has the jurisdiction implemented the following procedures as outlined in the <i>Implementation Guide</i> and the applicable Action Plan for Routes of Regional Significance?  |                                     |                          |                          |
| i. Circulation of environmental documents,   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ii. Analysis of the impacts of proposed General Plan amendments and recommendation of changes to Action Plans, and   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| iii. Conditioning the approval of projects consistent with Action Plan policies?   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Has the jurisdiction followed the procedures for RTPC review of General Plan Amendments as called for in the <i>Implementation Guide</i> ?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>2. Development Mitigation Program</b>   | <b>YES</b>                          | <b>NO</b>                |                          |
| a. Has the jurisdiction adopted and implemented a local development mitigation program to ensure that new development pays its fair share of the impact mitigation costs associated with that development?   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                          |
| b. Has the jurisdiction adopted and implemented the regional transportation mitigation program, developed and adopted by the applicable Regional Transportation Planning Committee, including any regional traffic mitigation fees, assessments, or other mitigation as appropriate? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                          |

## Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

| <b>3. Address Housing Options</b> | <b>YES</b> | <b>NO</b> |
|-----------------------------------|------------|-----------|
|-----------------------------------|------------|-----------|

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| a. Has the jurisdiction prepared and submitted a report to the Authority demonstrating reasonable progress in providing housing opportunities for all income levels under its Housing Element? The report can demonstrate progress by<br><br>(1) comparing the number of housing units approved, constructed or occupied within the jurisdiction over the preceding five years with the number of units needed on average each year to meet the housing objectives established in its Housing Element; or<br><br>(2) 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<br><br>(3) illustrating how its General Plan and zoning regulations facilitate improvement or development of sufficient housing to meet the Element's objectives. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|-------------------------------------|--------------------------|

*Note: A copy of the local jurisdiction's annual progress report (Tables A thru C) to the state Department of Housing and Community Development (HCD) is sufficient.*

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| b. Does the jurisdiction's General Plan—or other adopted policy document or report—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? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Has the jurisdiction incorporated policies and standards into its development approval process that support transit, bicycle and pedestrian access in new developments?   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

| <b>4. Traffic Impact Studies</b>   | <b>YES</b>                          | <b>NO</b>                | <b>N/A</b>               |
|--|-------------------------------------|--------------------------|--------------------------|
| a. Using the Authority's <i>Technical Procedures</i> , have traffic impact studies been conducted as part of development review for all projects estimated to generate more than 100 net new peak-hour vehicle trips? (Note: Lower traffic generation thresholds established through the RTPC's Action Plan may apply).  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. If the answer to 4.a. above is "yes", did the local jurisdiction notify affected parties and circulate the traffic impact study during the environmental review process?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>5. Participation in Cooperative, Multi-Jurisdictional Planning</b>  | <b>YES</b>                          | <b>NO</b>                |                          |
| a. During the reporting period, has the jurisdiction's Council/Board representative regularly participated in meetings of the appropriate Regional Transportation Planning Committee (RTPC), and have the jurisdiction's local representatives to the RTPC regularly reported on the activities of the Regional Committee to the jurisdiction's council or board? (Note: Each RTPC should have a policy that defines what constitutes regular attendance of Council/Board members at RTPC meetings.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                          |
| b. Has the local jurisdiction worked with the RTPC to develop and implement the Action Plans, including identification of Routes of Regional Significance, establishing Multimodal Transportation Service Objectives (MTSOs) for those routes, and defining actions for achieving the MTSOs?   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                          |
| c. Has the local jurisdiction applied the Authority's travel demand model and <i>Technical Procedures</i> to the analysis of General Plan Amendments (GPAs) and developments exceeding specified thresholds for their effect on the regional transportation system, including on Action Plan MTSOs?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                          |



## Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

|   | YES                                 | NO                       |                          |
|---|-------------------------------------|--------------------------|--------------------------|
| d. As needed, has the jurisdiction made available, as input into the countywide transportation computer model, data on proposed improvements to the jurisdiction's transportation system, including roadways, pedestrian circulation, bikeways and trails, planned and improved development within the jurisdiction, and traffic patterns?                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                          |
| <b>6. Five-Year Capital Improvement Program</b>   | <b>YES</b>                          | <b>NO</b>                |                          |
| Does the jurisdiction have an adopted five-year capital improvement program (CIP) that includes approved projects and an analysis of project costs as well as a financial plan for providing the improvements? (The transportation component of the plan must be forwarded to the Authority for incorporation into the Authority's database of transportation projects) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                          |
| <b>7. Transportation Systems Management Program</b>   | <b>YES</b>                          | <b>NO</b>                |                          |
| Has the jurisdiction adopted a transportation systems management ordinance or resolution that incorporates required policies consistent with the updated model ordinance prepared by the Authority for use by local agencies or qualified for adoption of alternative mitigation measures because it has a small employment base?                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                          |
| <b>8. Adoption of a voter-approved Urban Limit Line</b>   | <b>YES</b>                          | <b>NO</b>                | <b>N/A</b>               |
| a. Has the local jurisdiction adopted and continually complied with an applicable voter-approved Urban Limit Line as outlined in the Authority's annual ULL Policy Advisory Letter?   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

## Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

- b. If the jurisdiction has modified its voter-approved ULL or approved a major subdivision or General Plan Amendment outside the ULL, has the jurisdiction made a finding of consistency with the Measure J provisions on ULLs and criteria in the ULL Policy Advisory Letter after holding a noticed public hearing and making the proposed finding publically available?

### 9. Adoption of the Measure J Growth Management Element

YES NO N/A

Has the local jurisdiction adopted a final GME for its General Plan that substantially complies with the intent of the Authority's adopted Measure J Model GME?

### 10. Posting of Signs

YES NO N/A

Has the jurisdiction posted signs meeting Authority specifications for all projects exceeding \$250,000 that are funded, in whole or in part, with Measure C or Measure J funds?

### 11. Maintenance of Effort (MoE)

YES NO

Has the jurisdiction met the MoE requirements of Measure J as stated in Section 6 of the Contra Costa Transportation Improvement and Growth Management Ordinance (as amended)? (See the Checklist Instructions for a listing of MoE requirements by local jurisdiction.)

### 12. Submittal of LSM Reporting and Audit Forms

YES NO

Has the local jurisdiction submitted a Local Street Maintenance and Improvement Reporting Form and Audit Reporting Form for eligible expenditures of 18 percent funds covering FY 2017-18 and FY 2018-19?

# Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: Contra Costa County  
For Fiscal Years 2019-20 and 2020-21  
Reporting Period: Calendar Years 2018 & 2019

---

## 13. Other Considerations

**YES**    **NO**    **N/A**

If the jurisdiction believes that the requirements of Measure J have been satisfied in a way not indicated on this checklist, has an explanation been attached below?

## Review and Approval of Checklist

This Measure J GMP Compliance Checklist was prepared by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Title (print)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

The Council/Board of \_\_\_\_\_ has reviewed the completed Checklist and found that the policies and programs of the jurisdiction as reported herein conform to the requirements for compliance with the Contra Costa Transportation Improvement and Growth Management Program.

\_\_\_\_\_  
Certified Signature (Mayor or Chair)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Title (print)

\_\_\_\_\_  
Attest Signature (City/Town/County Clerk)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

## Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

### Supplementary Information (Required)

#### 1. Action Plans

- a. *Please summarize steps taken during the reporting period to implement the actions, programs, and measures called for in the applicable Action Plan for Routes of Regional Significance:*

See Attachment A. Please note that Actions, Programs, and Measures that do not include Contra Costa County are not listed.

- b. *Attach, list and briefly describe any General Plan Amendments that were approved during the reporting period. Please specify which amendments affected ability to meet the standards in the Growth Management Element and/or affected ability to implement Action Plan policies or meet Multimodal Traffic Service Objectives (MTSOs). Indicate if amendments were forwarded to the jurisdiction's RTPC for review, and describe the results of that review relative to Action Plan implementation:*

See Attachment B

*Provide a summary list of projects approved during the reporting period and the conditions required for consistency with the Action Plan:*

No projects during the reporting period required conditions to ensure consistency with the applicable Action Plan.

#### 2. Development Mitigation Program

- a. *Describe progress on implementation of the regional transportation mitigation program:*

The County participates in each Regional Transportation Planning Committee's respective development impact fee program: Sub-Regional Transportation Mitigation Fee Program (WCCTAC), Regional Transportation Mitigation Fee Program (TRANSPAC), East Contra Costa Regional Fee & Financing Authority (TRANSPLAN), and Tri-Valley Transportation Development Mitigation Fee Program (SWAT/TVTC).

The County also administers a total of 15 Area of Benefit (AOB) programs within the unincorporated area. An AOB is a development traffic mitigation fee program, supported by County ordinances, that are adopted by the County Board of Supervisors and designed to

## Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

collect fees within a defined boundary area to fund road improvement projects that mitigate traffic impacts generated by new development projects.

### 3. Address Housing Options

- a. *Please attach a report demonstrating reasonable progress in providing housing opportunities for all income levels. (Note: A copy of the local jurisdiction's annual report (Tables A thru C) to the state Department of Housing and Community Development (HCD) is sufficient).*

See Attachment C. The State Department of Housing and Community Development reviewed the County's revised Housing Element in 2018 and found the element to be in full compliance with State housing element law.

- b. *Please attach the jurisdiction's adopted policies and standards that ensure consideration of and support for walking, bicycling, and transit access during the review of proposed development.*

*See Attachment D.* The County's Complete Streets Policy ensures consideration of and support for walking, bicycling, and transit access.

### 4. Traffic Impact Studies

*Please list all traffic impact studies that have been conducted as part of the development review of any project that generated more than 100 net new peak hour vehicle trips. (Note: Lower traffic generation thresholds established through the RTPC's Action Plan may apply). Note whether the study was consistent with the Authority's Technical Procedures and whether notification and circulation was undertaken during the environmental review process.*

**Del Hombre Apartments** (Fehr & Peers): 109 morning peak hour trips and 128 evening peak hour trips. The traffic impact study associated with this project was prepared consistent with the Authority's Technical Procedures. In 2019 a Draft Environmental Impact Report for this project was circulated and the public and interested parties were notified.

**Bayview Estates Residential Project** (ESA): 107 AM peak-hour trips and 143 PM peak hour trips. The traffic impact study associated with this project was prepared consistent

## Measure J GMP Compliance Checklist Attachments

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

with the Authority's Technical Procedures. Development of the Environmental Impact Report for the project is currently still in progress.

### 5. **Participation in Cooperative, Multi-Jurisdictional Planning**

*No attachments necessary.*

During the reporting period, the County Board of Supervisors regularly participated in Regional Transportation Planning Committee (RTPC) meetings. The County's representatives to the RTPCs regularly reported on the activities of the RTPCs to the County Board of Supervisors. The County has worked with the RTPCs to develop and implement the RTPC's Action Plans. The County has applied the Authority's travel demand model and Technical Procedures to the analysis of its General Plan Amendments and developments exceeding specified vehicle trip thresholds for their effect on the regional transportation system.

### 6. **Five-Year Capital Improvement Program**

*Please attach the transportation component of the most recent CIP version, if the Authority does not already have it. Otherwise, list the resolution number and date of adoption of the most recent five-year CIP.*

County's Capital Road Improvement & Preservation Program (CRIPP)

<http://www.contracosta.ca.gov/383/Capital-Road-Improvement-Preservation-Pr>

Date of Ordinance or Resolution Adoption: October 23, 2018

Resolution or Ordinance Number: #2018/526

### 7. **Transportation Systems Management Program**

*Please attach a copy of the jurisdiction's TSM ordinance, or list the date of ordinance or resolution adoption and its number.*

Date of Ordinance or Resolution Adoption: January 21, 2003

Resolution or Ordinance Number: #2003/02

## Compliance Checklist Attachments

Reporting Jurisdiction: Contra Costa County  
For Fiscal Years 2017-18 and 2018-19  
Reporting Period: Calendar Years 2018 & 2019

### 8. Adoption of a voter-approved Urban Limit Line

*The local jurisdiction's adopted ULL is on file at the Authority offices. Please specify any actions that were taken during the reporting period with regard to changes or modifications to the voter-approved ULL, which should include a resolution making a finding of consistency with Measure J and a copy of the related public hearing notice.*

The County took no actions that resulted in a change or modification to the voter-approved ULL.

### 9. Adoption of the Measure J Growth Management Element

*Please attach the adopted Final Measure J Growth Management Element to the local jurisdiction's General Plan.*

See Attachment E. The *Measure J Model Growth Management Element Correspondence Table ("Correspondence Table")* is included in the existing County Growth Management Element (GME) (Attachment E). The *Correspondence Table* was required for the County to satisfy 2010/2011 Growth Management Program requirements. The County has initiated a comprehensive General Plan update. An explicit task in the scope is an update to the County's GME, which, when complete, will result in consistency with the CCTA model language. A schedule for the County's comprehensive General Plan update can be found here: <https://envisioncontracosta2040.org/timeline/>.

### 10. Posting of Signs

*Provide a list of all projects exceeding \$250,000 within the jurisdiction, noting which ones are or were signed according to Authority specifications.*

**Kirker Pass Road Truck Climbing Lane:** This project is currently under construction and has funding signs posted according to Authority specifications.

### 11. Maintenance of Effort (MoE)

*Please indicate the jurisdiction's MoE requirement and MoE expenditures for the past two fiscal years (FY 2017-18 and FY 2018-19). See the Instructions to identify the MoE requirements.*

## Compliance Checklist Attachments

Reporting Jurisdiction: Contra Costa County  
For Fiscal Years 2017-18 and 2018-19  
Reporting Period: Calendar Years 2018 & 2019

MOE Requirement: \$575,396

MOE Expenditures: \$575,396 (2017/2018)

\$575,396 (2018/2019)

\$575,396 (2017-2019 Average)

### 12. Submittal of LSM Reporting Form and Audit Reporting Form

*Please attach LSM Reporting and Audit Forms for FY 2017-18 and 2018-19.*

See Attachment F.

### 13. Other Considerations

*Please specify any alternative methods of achieving compliance for any components for the Measure J Growth Management Program*

N/A

### List of Attachments

Attachment A – Action Plan Reporting

Attachment B – General Plan Amendments

Attachment C – Housing Element Implementation

Attachment D – County’s Complete Streets Policy

Attachment E – Growth Management Element

Attachment F – Local Street Maintenance and Improvement Reporting Form and Audit Reporting Form



## **Measure J GMP Compliance Checklist Attachments**

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

# Attachment A

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**SWAT: LAMORINDA AREA**

| Action # | Relevant Action Plan Policy  | Route(s) of Regional Significance     | Multi-Modal Transportation Service Objective | Affected Jurisdictions | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in Italics.) |
|----------|--|---------------------------------------|--|------------------------|---|
| 1.01     | <b>Support augmentation and expansion of, and seek funding for, subscription bus service (flex van) to BART stations and high volume ridership locations such as St. Mary's College, to provide additional transit opportunities</b>   | REGION WIDE                           | N/A  | SWAT Jurisdictions     | None  |
| 1.02     | Support expansion of BART seat capacity through the corridor, parking capacity east of Lamorinda, and headway reduction  | SR-24, BART                           | Average loading factor of 1.5 or less        | SWAT Jurisdictions     | None  |
| 1.03     | Develop a Lamorinda Transit Plan to identify future community transit needs and to address the changing needs of the senior population   | REGION WIDE                           | N/A  | SWAT Jurisdictions     | None  |
| 1.04     | Support bus headway reductions on routes providing service to the Bay Point/Colma BART line and reinstatement of direct service to important employment centers such as Pleasanton and Bishop Ranch  | REGION WIDE                           | N/A  | SWAT Jurisdictions     | None  |
| 1.05     | Support augmentation and expansion of, and seek funding for, subscription bus service (flex van) to BART stations and high volume ridership locations such as St. Mary's College, to provide additional transit opportunities  | REGION WIDE                           | N/A  | SWAT Jurisdictions     | None  |
| 1.06     | Support BART and CCCTA strategies that enhance transit ridership and reduce single-occupant vehicle trips and encourage casual carpools for one-way BART ridership   | REGION WIDE                           | N/A  | SWAT Jurisdictions     | None  |
| 1.07     | Support and seek funding for augmentation and expansion of school bus service in Lamorinda   | REGION WIDE                           | N/A  | SWAT Jurisdictions     | None  |
| 1.08     | Seek funds to build and operate park and ride lots and associated BART shuttles in Lamorinda to encourage carpooling and transit ridership while reducing single occupant vehicle commute loads  | REGION WIDE                           | N/A  | SWAT Jurisdictions     | None  |
| 1.09     | Support transit service that links Lamorinda bus service more directly to communities to the north and east of Lafayette and Orinda  | REGION WIDE                           | N/A  | SWAT Jurisdictions     | None  |
| 1.10     | Support the provision of public transit service in the Pleasant Hill Road / Taylor Boulevard Corridor with connections to BART and other CCCTA services in Lafayette   | SR-24, BART, Pleasant Hill Road       | N/A  | SWAT Jurisdictions     | None  |
| 1.11     | Maintain Lamorinda school bus program service to Wagner Ranch School   | Camino Pablo/San Pablo Dam Road       | N/A  | SWAT Jurisdictions     | None  |
| 1.12     | Work with AC Transit, BART, County Connection, WestCAT, and MTC to explore feasibility of service re-organization in San Pablo Dam Road and Camino Pablo corridor and develop recommendations to increase frequency and connectivity of bus service for people traveling between City of Richmond, San Pablo, El Sobrante and Orinda | BART, Camino Pablo/San Pablo Dam Road | N/A  | SWAT Jurisdictions     | None  |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**SWAT: LAMORINDA AREA**

| Action # | Relevant Action Plan Policy   | Route(s) of Regional Significance  | Multi-Modal Transportation Service Objective                          | Affected Jurisdictions | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in Italics.)   |
|----------|---|--|---|------------------------|---|
| 1.13     | Monitor and and explore ways to improve paratransit productivity when possible  | Pleasant Hill Road, Camino Pablo/San Pablo Dam Road, Mount Diablo Boulevard, Moraga Way, Moraga Road   | N/A   | SWAT Jurisdictions     | <i>Implementation of Accessible Transportation Plan</i>   |
| 2.01     | <b>Support a collaborative effort with the Acalanes Union High School District to reduce auto trips and to promote and increase ridesharing and use of transit for travel to and from the high schools in Lamorinda</b>   | Pleasant Hill Road<br>Camino Pablo/San Pablo Dam Road, Mount Diablo Boulevard, Moraga Way, Moraga Road | N/A   | SWAT Jurisdictions     | In 2016, the Board of Supervisors approved and authorized the Health Service Director, or designee, to accept Transportation Development Act Grant funds from the Metropolitan Transportation Commission for the Bicycle and Pedestrian Safety Education Project, to pay County an amount not to exceed \$40,000 for the period July 1, 2016 through June 30, 2017. |
| 2.02     | Explore actions to improve SR-24 flow in PM and use of BART consistent with the Gateway Constraint Policy   | SR-24, BART, Camino Pablo/San Pablo Dam Road, Mount Diablo Boulevard                                   | Delay Index of 2.0 (2.5 after 2030)                                   | SWAT Jurisdictions     | None  |
| 2.03     | Support school start times on Pleasant Hill Road that reduce peak commute loads on the roadway  | Pleasant Hill Rd   | Peak hour peak direction delay index of 2.0 or lower, LOS D or better | SWAT Jurisdictions     | None  |
| 2.04     | Encourage expanded Travel Demand Management (TDM) programs to increase the use of alternative modes of transportation and increase overall vehicle occupancy. Promote TDM activities including ridesharing, casual carpooling and BART pool using resources such as the SWAT TDM program and RIDES for Bay Area Commuters | REGION WIDE  | N/A   | SWAT Jurisdictions     | None  |
| 2.05     | Encourage “green” commuting including ZEV and NEV vehicles, clean fuel infrastructure and car sharing   | REGION WIDE  | N/A   | SWAT Jurisdictions     | <i>In May 2019 the Board of Supervisors authorized the Public Works Director, or designee, to apply for and accept grant funds from the Bay Area Air Quality Management District (BAAQMD) Charge! Program to expand the County's supply of electric vehicle equipment, Countywide.</i>  |
| 2.06     | Support Transportation Demand Management (TDM) programs at St. Mary’s College and the high schools, middle schools and elementary schools that encourage students to take alternative modes of transportation to school to reduce demand on the roadway and increase vehicle occupancy rates                              | REGION WIDE  | N/A   | SWAT Jurisdictions     | In 2016, the Board of Supervisors approved and authorized the Health Service Director, or designee, to accept Transportation Development Act Grant funds from the Metropolitan Transportation Commission for the Bicycle and Pedestrian Safety Education Project, to pay County an amount not to exceed \$40,000 for the period July 1, 2016 through June 30, 2017. |
| 2.07     | Seek funding to utilize existing parking for park-and-ride for Lamorinda residents  | REGION WIDE  | N/A   | SWAT Jurisdictions     | None  |
| 2.08     | Study need for, feasibility, and cost of installing additional park and ride lots and/or HOV bypass lanes at critical congestion points in the corridors leading into Lamorinda Routes of Regional Significance from other subareas   | REGION WIDE  | N/A   | SWAT Jurisdictions     | None  |
| 2.09     | Promote alternative work opportunities including employer pre-tax benefit programs, compressed work-week schedules, flex schedules and telework   | REGION WIDE  | N/A   | SWAT Jurisdictions     | None  |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**SWAT: LAMORINDA AREA**

| Action # | Relevant Action Plan Policy   | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective  | Affected Jurisdictions      | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in Italics.)  |
|----------|---|-----------------------------------|---|-----------------------------|--|
| 2.10     | In cooperation with Lamorinda jurisdictions, develop TDM plans and provide consultations to improve mobility and decreased parking demand for new development and redevelopment while not reducing parking supply | REGION WIDE                       | N/A   | SWAT Jurisdictions          | None   |
| 3.01     | Evaluate and seek opportunities to improve and/or build pedestrian and bicycle facilities between the Lamorinda BART stations and adjacent land uses and communities  | REGION WIDE                       | N/A   | SWAT Jurisdictions          | None   |
| 3.02     | Support pedestrian and bicycle safety improvements around schools, trailheads, and at intersections and along the bikeway network   | REGION WIDE                       | Monitor pedestrian and bicycle volumes, crash frequency, average user trail delay, and auto volumes, at crossings | SWAT Jurisdictions          | <i>In July 2019 the Board of Supervisors adopted Resolution No. 2019/466 authorizing the Conservation and Development Director, or designee, to execute a contract to accept grant funding in an amount not to exceed \$350,000 from the California Department of Transportation's Sustainable Communities Planning Grant Program to produce an inventory of the County's roadway network for the purpose of identifying opportunities to build new or enhanced bikeways and sidewalks through roadway restriping or repaving in an expedited manner while prioritizing projects located in disadvantaged communities.</i> |
| 3.03     | Improve and/or add sidewalks and/or pedestrian pathways   | REGION WIDE                       | N/A   | SWAT Jurisdictions          | None   |
| 3.04     | Support pedestrian and bicycle improvements including BART access, to encourage alternative transportation modes, increase transit ridership, and reduce auto demand  | REGION WIDE                       | N/A   | SWAT Jurisdictions          | In 2016, the Board of Supervisors approved the Olympic Corridor Trail Connector Study and authorized staff to seek funding for detailed project planning, design, implementation, with subsequent Board approval as appropriate.   |
| 3.05     | Design pedestrian and bicycle facilities to connect with the planned EBMUD pathway identified in Lafayette's Bikeways Master Plan   | REGION WIDE                       | N/A   | SWAT Jurisdictions          | None   |
| 3.06     | Support the development of regional bicycle facilities  | REGION WIDE                       | N/A   | SWAT Jurisdictions          | <i>In June 2019 the Board of Supervisors adopted Resolution No. 2019/193 approving the submission of a claim to the Metropolitan Transportation Commission to seek Fiscal Year 2019/2020 Transportation Development Act funding in the amount of \$1,049,500 for bicycle and pedestrian projects sponsored by the County and the cities of Concord, Lafayette, Martinez, Moraga, Oakley, Orinda, Pittsburg, Pleasant Hill, San Pablo, and San Ramon, as recommended by the Public Works Director, Countywide.</i>  |
| 3.07     | Seek funding to provide bicycle parking infrastructure at employment sites and activity centers throughout Lamorinda  | REGION WIDE                       | N/A   | SWAT Jurisdictions          | None   |
| 3.08     | Install, where appropriate, bicycle lanes as part of any future roadway improvements to the corridor  | REGION WIDE                       | N/A   | SWAT Jurisdictions          | None   |
| 3.09     | Improve pedestrian connectivity to multi-use trails   | REGION WIDE                       | N/A   | Orinda, Contra Costa County | None   |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**SWAT: LAMORINDA AREA**

| Action # | Relevant Action Plan Policy   | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective  | Affected Jurisdictions                     | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in Italics.)  |
|----------|---|-----------------------------------|---|--|--|
| 3.10     | Explore the feasibility of widening existing pedestrian/bike facilities where appropriate to accommodate demand and where technically and financially feasible. Improve north-south bicycling by providing a continuous bikeway facility to address the gap created by the Pleasant Hill Rd/Taylor Blvd split   | REGION WIDE                       | N/A   | Orinda, Contra Costa County                | <i>In July 2019 the Board of Supervisors adopted Resolution No. 2019/466 authorizing the Conservation and Development Director, or designee, to execute a contract to accept grant funding in an amount not to exceed \$350,000 from the California Department of Transportation's Sustainable Communities Planning Grant Program to produce an inventory of the County's roadway network for the purpose of identifying opportunities to build new or enhanced bikeways and sidewalks through roadway restriping or repaving in an expedited manner while prioritizing projects located in disadvantaged communities.</i> |
| 3.11     | Improve Lafayette-Moraga Regional Trail street crossings and striping   | Lafayette-Moraga Regional Trail   | Monitor pedestrian and bicycle volumes, crash frequency, average user trail delay, and auto volumes, at crossings | Orinda, Contra Costa County                | None   |
| 3.12     | Encourage commute use of the Lafayette-Moraga Regional Trail and other trails systems as they are developed   | Lafayette-Moraga Regional Trail   | Monitor pedestrian and bicycle volumes, crash frequency, average user trail delay, and auto volumes, at crossings | Orinda, Contra Costa County                | None   |
| 3.13     | Provide a bicycle and pedestrian trail from Wilder Road to Moraga Way to provide a safer path of travel for bicyclist currently riding on the SR-24 shoulder  | Moraga Way                        | Monitor pedestrian or bicycle injury crash frequency  | Orinda, Contra Costa County                | None   |
| 3.14     | Work with East Bay Municipal Utilities District (EBMUD) and East Bay Regional Parks District (EPRPD) to reopen the Lafayette-Moraga Regional Trail near August Drive between School Street Bridge and Canyon Road Bridge to restore the pedestrian and bicycle link   | Lafayette-Moraga Regional Trail   | Monitor pedestrian and bicycle volumes, crash frequency, average user trail delay, and auto volumes, at crossings | Orinda, Contra Costa County                | None   |
| 4.01     | Investigate appropriate mechanisms, including maintaining existing roadway lanes and widths and restrictive signal timing and metering, to discourage use of arterial roads as a substitute for freeway travel  | Arterial Routes                   | Peak hour peak direction delay index of 2.0 or lower  | SWAT Jurisdictions                         | None   |
| 4.02     | Explore opportunities to conduct studies to identify options for connecting regional traffic to SR-24 without negatively affecting Lafayette and Orinda downtowns or residential neighborhoods, including options for bypass corridors. Seek funding to implement options selected by local jurisdictions, such as inclusion of projects in the expenditure plan(s) of future regional funding plans and measures | SR-24                             | N/A   | Orinda, Contra Costa County                | None   |
| 4.03     | Seek and secure funding for implementation of the future Lafayette Downtown Congestion Study for getting Lamorinda trips to and from SR-24 as a project of significant regional benefit   | SR-24                             | Delay Index of 2.0 (2.5 after 2030)   | Orinda, Contra Costa County                | None   |
| 4.04     | Support added person trip capacity on regional freeways that could divert traffic from Pleasant Hill Road   | Pleasant Hill Road                | Delay Index of 2.0  | SWAT Jurisdictions                         | None   |
| 4.05     | Explore opportunities to work with TRANSPAC to develop a traffic management program to discourage use of westbound/southbound traffic using Pleasant Hill Road north of SR-24 to bypass the I-680 SR-24 interchange   | SR-24                             | Delay Index of 2.0 (2.5 after 2030)   | SWAT Jurisdictions, TRANSPAC Jurisdictions | None   |
| 4.06     | Seek funding for an auxiliary lane on eastbound SR-24 Gateway onramp to Brookwood and continue completion of improvements to eastbound Brookwood off-ramp subject to specific design criteria   | SR-24                             | Delay Index of 2.0 (2.5 after 2030)   | Orinda, CCTA, Caltrans                     | None   |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**SWAT: LAMORINDA AREA**

| <b>Action #</b> | <b>Relevant Action Plan Policy</b>  | <b>Route(s) of Regional Significance</b> | <b>Multi-Modal Transportation Service Objective</b>                   | <b>Affected Jurisdictions</b>     | <b>Implementation Status as of December 31, 2019<br/>(Actions since last Checklist are in Italics.)</b>   |
|-----------------|---|--|---|-----------------------------------|---|
| 4.07            | Support efforts of Caltrans and the California Highway Patrol to implement an incident management program on SR-24  | SR-24                                    | N/A   | SWAT Jurisdictions                | None  |
| 4.08            | Support HOV and transit improvements in the I-680 and I-80 corridors to reduce single occupant automobile use on SR-24                                      | I-680, SR-24                             | Delay Index of 2.0 (2.5 after 2030)                                   | SWAT Jurisdictions                | In 2015, the County participated in the I-680 Transit Options Study.<br><br><i>In May 2019 The Board of Supervisors authorized staff to execute an amendment to Agreement No. 454 with Contra Costa Transportation Authority, effective April 17, 2019, to increase the amount payable to Contra Costa County by \$10,000 to a new amount payable of \$53,000 to provide right of way services for the I-680 North Express Lanes Project, as recommended by the Public Works Director, I-680 Corridor area.</i>   |
| 4.09            | Support WCCTAC's efforts to reduce diversion from I-80 to alternative routes in Lamorinda through operational improvements that increase throughput on I-80 | N/A                                      | N/A   | SWAT Jurisdictions                | None  |
| 4.10            | Explore ways to redesign roadway (Mount Diablo Boulevard) to discourage diversion from SR-24 but without reducing capacity                                  | Mount Diablo Boulevard                   | Peak hour peak direction delay index of 2.0 or lower, LOS D or better | Walnut Creek, Contra Costa County | None  |
| 4.11            | Support multi-modal safety actions that encourage safe speeds with particular emphasis on access to schools   | REGION WIDE                              | N/A   | SWAT Jurisdictions                | In 2017, the Board of Supervisors authorized the Chair to sign a letter to Senator Jim Beall, Chair of the Senate Committee on Transportation and Housing, regarding the California Traffic Control Device Committees review of Senate Bill 632 (2015-Cannella, Baker, Bonilla) regarding vehicle speed limits around schools, as recommended by the Transportation, Water, and Infrastructure Committee.<br><br><i>In December 2018, the Board of Supervisors allocated \$20,000 from the Livable Communities Trust (District II portion) to the Public Works Department and DIRECT the Public Works Director to execute a Memorandum of Understanding with the City of San Ramon to participate in the San Ramon Valley Street Smarts Program for the period July 1, 2018 through June 30, 2019, as recommended by Supervisor Andersen.</i> |
| 4.12            | Seek to monitor and evaluate traffic speed and other safety issues on an annual basis   | REGION WIDE                              | N/A   | SWAT Jurisdictions                | None  |
| 4.13            | Seek to reduce the speed limit on southbound Taylor Blvd at approach to Pleasant Hill Road to improve safety at the merge                                   | Pleasant Hill Road                       | N/A   | Contra Costa County               | None  |
| 4.14            | Pursue opportunities to install permanent, speed feedback signs to slow vehicle speeds and reduce the severity of collisions                                | REGION WIDE                              | N/A   | SWAT Jurisdictions                | None  |
| 4.15            | Seek funding to provide increased enforcement of the existing speed limits  | REGION WIDE                              | N/A   | SWAT Jurisdictions                | None  |
| 4.16            | Protect adjacent residential streets from diverted cut-through traffic through the installation of traffic calming measures                                 | REGION WIDE                              | N/A   | SWAT Jurisdictions                | None  |
| 4.17            | Seek Measure J funding of HOV facility needs for San Pablo Dam Road and Camino Pablo  | Camino Pablo/San Pablo Dam Road          | N/A   | Orinda                            | None  |
| 4.18            | Minimize number of new street and driveway access points to the extent that is feasible   | REGION WIDE                              | Peak hour peak direction delay index of 2.0 or lower                  | SWAT Jurisdictions                | None  |
| 4.19            | Seek to coordinate and improve procedures of Lamorinda agencies for detecting, reporting, announcing and documenting lane or road closures                  | REGION WIDE                              | N/A   | SWAT Jurisdictions                | None  |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**SWAT: LAMORINDA AREA**

| <b>Action #</b> | <b>Relevant Action Plan Policy</b>   | <b>Route(s) of Regional Significance</b> | <b>Multi-Modal Transportation Service Objective</b>  | <b>Affected Jurisdictions</b> | <b>Implementation Status as of December 31, 2019<br/>(Actions since last Checklist are in Italics.)</b>        |
|-----------------|--|--|--|-------------------------------|--|
| 4.20            | Explore opportunities to coordinate Lamorinda procedures/practices for traffic management during lane or road closure  | REGION WIDE                              | N/A  | SWAT Jurisdictions            | None   |
| 4.21            | Replace or reconstruct piping, drainage or undergrounding of utility infrastructure to reduce incidence of lane or road closure  | REGION WIDE                              | N/A  | SWAT Jurisdictions            | None   |
| 4.22            | Maintain vegetation and drainage to reduce incidence of lane or road closure   | REGION WIDE                              | N/A  | SWAT Jurisdictions            | None   |
| 4.23            | Evaluate opportunities for adaptive signal timing  | REGION WIDE                              | N/A  | SWAT Jurisdictions            | None   |
| 4.24            | Review and consider options for improving truck loading regulations and actions  | REGION WIDE                              | N/A  | SWAT Jurisdictions            | None   |
| 4.25            | Add a right-turn lane to the eastbound SR-24 off-ramp for southbound Moraga Way  | SR-24, Moraga Way                        | Delay Index of 2.0 (2.5 after 2030)                  | Caltrans, CCTA, Moraga        | None   |
| <b>5.01</b>     | <b>Participate in the Lamorinda Transportation Impact Fee (LTIF)</b>   | REGION WIDE                              | N/A  | SWAT Jurisdictions            | None   |
| <b>5.02</b>     | <b>Support continuation and expansion of Measures J return-to-source funds for road maintenance</b>  | REGION WIDE                              | N/A  | SWAT Jurisdictions            | None   |
| 5.03            | Seek to establish reciprocity agreements with jurisdictions outside of Lamorinda to mitigate the downstream impacts of proposed new development projects or General Plan Amendments that could adversely affect ability to achieve the MTSOs   | REGION WIDE                              | N/A  | SWAT Jurisdictions            | None   |
| 5.04            | Monitor and evaluate the MTSOs for all Routes of Regional Significance every four years  | REGION WIDE                              | N/A  | SWAT Jurisdictions            | <i>The County is a member of SWAT, who is responsible for developing Lamorinda and Tri-Valley Action Plans</i> |
| 5.05            | If the CCCTA cannot increase service to Acalanes High and Campolindo Schools, evaluate the feasibility of augmenting the existing school bus program to add the high school as funding permits   | Pleasant Hill Road, Moraga Road          | N/A  | SWAT Jurisdictions            | None   |
| 5.06            | Local jurisdictions to work with the transit agencies to resolve transit stop access and amenity needs on San Pablo Dam Road and Camino Pablo as identified by the transit agencies  | Camino Pablo/San Pablo Dam Road          | N/A  | SWAT Jurisdictions            | None   |
| 5.07            | Prepare letters of support to Caltrans, ACTC, CCTA, and MTC for continued improvement of high occupancy vehicle and transit capacity in the I-80 corridor to reduce traffic pressure on San Pablo Dam Road and Camino Pablo. Request annual reports from transit operators to WCCTAC and SWAT on their activities related to this action. Seek additional funds for public transit | San Pablo Dam Road                       | Peak hour peak direction delay index of 2.0 or lower | SWAT Jurisdictions            | None   |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**SWAT: TRI-VALLEY AREA**

| Action # | Relevant Action Plan Policy   | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective          | Affected Jurisdictions | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in Italics.)  |
|----------|---|-----------------------------------|---|------------------------|--|
| 1        | Increase AVR for peak hour trips from 1.1 to 1.2 through increased number or frequency of express buses, new HOV lanes, other transit improvements and local TDM programs   | Interregional Routes              | N/A   | TVTC jurisdictions     | <i>In December 2018, the Board of Supervisors allocated \$20,000 from the Livable Communities Trust (District II portion) to the Public Works Department and DIRECT the Public Works Director to execute a Memorandum of Understanding with the City of San Ramon to participate in the San Ramon Valley Street Smarts Program for the period July 1, 2018 through June 30, 2019, as recommended by Supervisor Andersen.</i> |
| 2        | Improve the operational efficiency of freeways and arterial streets through effective corridor management strategies. These strategies could include traffic operations systems and ramp metering, provided studies show that metering would effectively reduce overall delay within the corridor and not adversely affect operations of adjacent intersections. Provide HOV bypass lanes wherever space permits  | Interregional Routes              | Peak Hour Travel Speeds: min. average speed of 30 mph | TVTC jurisdictions     | None   |
| 3        | Support growth that achieves an overall jobs-housing balance within the Tri-Valley  | All                               | N/A   | TVTC jurisdictions     | None   |
| 4        | Support new funding sources to support commute alternatives and alternative-fueled vehicles for transit operators to fund needed transportation projects. The extension of county sales tax measures is one potential source of such funding. The State legislature has also passed enabling legislation that would allow MTC to propose a regional gasoline tax in the Bay Area that would focus on providing increased funding for commute alternatives and other transportation projects | REGION WIDE                       | N/A   | TVTC jurisdictions     | None   |
| 5        | Support active promotion of regional ridesharing services and commute incentives  | REGION WIDE                       | N/A   | TVTC jurisdictions     | None   |
| 6        | Support development of a seamless HOV/Express Lane network in the Tri-Valley to encourage the use of carpools and bus transit, and explore the possibility of connecting the HOV/Express Lane network to adjoining areas  | Interregional Routes              | N/A   | TVTC jurisdictions     | <i>The County is participating in CCTA's "Innovate 680" planning efforts</i>   |
| 7        | Implementation of ramp metering must balance the congestion along freeways and congestion along local jurisdiction streets due to ramp metering operations  | Interregional Routes              | N/A   | TVTC jurisdictions     | None   |
| 8        | Encourage increases in public transit service to meet the needs of the TriValley, particularly the needs of the transit-dependent population  | REGION WIDE                       | Transit Ridership                                     | TVTC jurisdictions     | None   |
| 9        | Support feasibility studies regarding the use of high-capacity or alternative-fueled public transit options, wherever it might be appropriate   | REGION WIDE                       | Transit Ridership                                     | TVTC jurisdictions     | None   |
| 10       | Support transit agencies' efforts to find sources of stable funding to support ongoing transit operations and to support new or enhanced express bus service  | REGION WIDE                       | Transit Ridership                                     | TVTC jurisdictions     | None   |



**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**SWAT: TRI-VALLEY AREA**

| <b>Action #</b> | <b>Relevant Action Plan Policy</b>   | <b>Route(s) of Regional Significance</b> | <b>Multi-Modal Transportation Service Objective</b> | <b>Affected Jurisdictions</b> | <b>Implementation Status as of December 31, 2019<br/>(Actions since last Checklist are in Italics.)</b> |
|-----------------|--|--|---|-------------------------------|---|
| 11              | Support increased coordination of bus services between transit operators (both inter- and intra-county) with input and collaboration by representatives from LAVTA, CCCTA, ACE, BART, and the Tri-Valley jurisdictions   | Interregional Routes                     | Transit Ridership                                   | TVTC jurisdictions            | None  |
| 12              | Support the preparation by Caltrans of an incident management plan for the State highways in the Tri-Valley. The TVTC recognizes that incidents can have a profound effect on traffic conditions both on the freeways and on the arterials   | REGION WIDE                              | N/A   | TVTC jurisdictions            | None  |
| 13              | Proactively support efforts by local public transit agencies and regional policymakers to create a vision for viable, sustainable public transit service for the Tri-Valley. This effort will include formulating a vision for the San Ramon Valley portion of the Tri-Valley  | REGION WIDE                              | N/A   | TVTC jurisdictions            | None  |
| 14              | Develop subarea corridor management plans for selected regional routes to ensure adequate roadway capacity for local and subregional travel  | REGION WIDE                              | N/A   | TVTC jurisdictions            | None  |
| 15              | Support coordination with Tri-Valley jurisdictions in accommodating their Intelligent Transportation System (ITS) communications needs during the development and implementation of a Regional ITS Communications Plan and/or regional communications infrastructure. Operation and maintenance of the regional communication infrastructure to be provided by the most appropriate and cost-effective level of government | REGION WIDE                              | N/A   | TVTC jurisdictions            | None  |
| 16              | Close gaps and enhance access along regional trails that provide direct access to regional public transit services, transit centers and transfer points  | Iron Horse Trail                         | N/A   | TVTC jurisdictions            | None  |
| 17              | Encourage the coordination of public transit operator's short-range and long-range transit plans with county-level and regional-level planning documents. Incorporate relevant components of the SRTP's of LAVTA, CCCTA, ACE, BART, and TRAFFIX into TVTC documents  | REGION WIDE                              | N/A   | TVTC jurisdictions            | None  |
| 18              | Encourage the development of long-range transit infrastructure needs assessment to enhance public transit service along arterials  | REGION WIDE                              | N/A   | TVTC jurisdictions            | None  |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**SWAT: TRI-VALLEY AREA**

| Action # | Relevant Action Plan Policy  | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective | Affected Jurisdictions | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in Italics.)   |
|----------|--|-----------------------------------|--|------------------------|---|
| 19       | Encourage implementation of Complete Streets policies of the local jurisdictions | REGION WIDE                       | N/A  | TVTC jurisdictions     | <p><i>In May 2018, the Board of Supervisors approved the Camino Tassajara Bike Lane Gap Closure Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project. San Ramon Valley area.</i></p> <p><i>In June 2018, the Board of Supervisors authorized the Department of Conservation and Development to execute a contract with Alta Planning + Design for an amount not to exceed \$349,568 to conduct a feasibility study of active transportation concepts for the Iron Horse Corridor, for the period June 1, 2018 through December 31, 2019.</i></p> <p><i>In May 2019, the Board of Supervisors authorized the Conservation and Development Director to execute grant deeds to convey 13 former Redevelopment Agency owned sites which are portions of the Iron Horse Trail Corridor, from the Contra Costa County Successor Agency to Contra Costa County.</i></p> |
| 20       | Encourage regional and local multimodal access to PDAs                           | REGION WIDE                       | N/A  | TVTC jurisdictions     | The County's Complete Street Policy ensures that County-led projects and private development safely accommodate all roadway users   |
|          | <b>Specific recommendations for expansion of transit services:</b>               |                                   |  |                        |   |
| 1        | Explore Feasibility of a Regional Express Bus Program                            | REGION WIDE                       | N/A  | TVTC jurisdictions     | None  |
| 2        | Extend BART to Livermore   | REGION WIDE                       | N/A  | Livermore, CCTA, MTC   | N/A, project cancelled  |
| 3        | Support Increased Connectivity and Accessibility among Transit Modes             | REGION WIDE                       | N/A  | TVTC jurisdictions     | None  |
| 4        | Solidify Expansion and Enhancement of Bus Rapid Transit Project                  | REGION WIDE                       | N/A  | TVTC jurisdictions     | None  |
| 5        | Evaluate Systemwide Bus Stop Improvements  | REGION WIDE                       | N/A  | TVTC jurisdictions     | None  |
| 6        | Support Expansion of Paratransit Services  | REGION WIDE                       | N/A  | TVTC jurisdictions     | <i>Implementation of Accessible Transportation Plan</i>   |
| 7        | Support Transit Service in Vasco Road Corridor                                   | Vasco Road                        | N/A  | TVTC jurisdictions     | None  |

| 2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST |  |                                   |  |                           |  |
|--|--|-----------------------------------|--|---------------------------|--|
| SWAT: TRI-VALLEY AREA                        |  |                                   |  |                           |  |
| Action #                                     | Relevant Action Plan Policy  | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective | Affected Jurisdictions    | Implementation Status as of December 31, 2019 (Actions since last Checklist are in Italics.) |
| 8  | Support and participate in a joint TVTC/TRANSPAC I-680 corridor highcapacity transit study to relieve congestion on I-680.   | I-680                             | N/A  | TVTC jurisdictions        | <i>The County is participating in CCTA's "Innovate 680" planning efforts</i>                 |
|  | <b>Additional Additional Actions for Routes of Regional Significance</b>   |                                   |  |                           |  |
|  | Interregional Routes   |                                   |  |                           |  |
|  | <b>I-580</b>   |                                   |  |                           |  |
| 1  | I-580: Construct HOV Lanes, Greenville Road to San Joaquin County line   | I-580                             | Delay Index of 2.0 or less                   | Livermore, CCTA, Caltrans | None   |
|  | <b>I-680</b>   |                                   |  |                           |  |
| 2  | Construct a direct access HOV Ramp on I-680 at Norris Canyon Road or Executive Parkway (location to be determined).  | I-680                             | N/A  | San Ramon, CCTA, Caltrans | Project has been cancelled   |
| 3  | Construct a northbound I-680 HOV Lane connection from Rudgear Road, through the SR 24 junction to the existing HOV lane at North Main Street. This element involves the construction of a new HOV flyover structure over the SR 24 interchange | I-680                             | Delay Index of 2.0 or less                   | TVTC jurisdictions        | None   |
| 4  | Evaluate ramp-metering on I-680 in Contra Costa County as a method for maintaining an acceptable level for the delay index on both the freeway as well as the local roadway network  | I-680                             | N/A  | TVTC jurisdictions        | None   |
| 5  | Expand I-680 Express Bus System  | N/A                               | N/A  | TVTC jurisdictions        | None   |
| 6  | Improve geometrics of intersection of Crow Canyon Road/I-680 southbound off-ramp adding another lane on the approach to Crow Canyon Road   | I-680                             | Delay Index of 2.0 or less                   | San Ramon, CCTA, Caltrans | None   |
|  | <b>SR-84</b>   |                                   |  |                           |  |
| 7  | SR-84 Expressway   | SR-84                             | Delay Index of 3.0 or less                   | Livermore, CCTA, Caltrans | None   |
|  | <b>Vasco Road</b>  |                                   |  |                           |  |
| 8  | I-580/Vasco Road Interchange - Improve to ultimate configuration which will be a partial cloverleaf with loop ramps for traffic entering westbound I-580 from northbound Vasco Road and eastbound I-580 from southbound Vasco Road             | I-580/Vasco Road                  | Delay Index of 2.0 or less                   | Livermore, CCTA, Caltrans | None   |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

| TRANSPAC AREA |  |                                   |  |   |   |
|---------------|--|-----------------------------------|--|---|---|
| Goal #        | Relevant Action Plan Policy  | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective | Affected Jurisdictions                          | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in Italics.)   |
| <b>1</b>      | <b>Maintain existing transportation system and infrastructure</b>  |                                   |  |   |   |
| 1a            | Seek funding for the ongoing maintenance and operation of the existing transportation system and infrastructure. Includes all modes<br>Support development of pavement management systems and implementation of pavement rehabilitation improvements | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                          | None  |
| 1b            | Support development of pavement management systems and implementation of pavement rehabilitation improvements  | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                          | None  |
| <b>2</b>      | <b>Support the enhancement and expansion of an efficient transit system</b>  |                                   |  |   |   |
| 2a            | Support the development of real-time information and better connectivity for regional transit and local and feeder bus service   | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                          | None  |
| 2b            | Support the efforts of the Authority to evaluate congestion relief strategies along the I-680 corridor, including transit options and new technologies   | I-680                             | 4.0 Delay Index                              | TRANSPAC Jurisdictions, CCTA, Caltrans          | The County is participating in CCTA's "Innovate 680" planning efforts   |
| 2c            | Promote coordination of transfer times among Express bus, feeder bus, BART, and park-and-ride lots   | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions, County Connection, BART | None  |
| 2d            | Support the expansion of BART service and BART station and parking facilities  | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions, BART                    | None  |
| 2e            | Support the construction and maintenance of accessible bus stops, park-and-ride lots, and transit hubs   | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                          | None  |
| 2f            | Support improvements that increase the efficiency of local transit on Regional Routes  | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions, County Connection, BART | None  |
| 2g            | Support increased access to BART stations for buses and other alternative modes  | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                          | In 2012, the Board of Supervisors accepted the completed contract work for the Iron Horse Trail Pedestrian Overcrossing project in the Pleasant Hill/BART Station area<br><br>In 2012, the Board of Supervisors approved the license agreement between the City of Concord and the County for the City's use of a portion of the Iron Horse Corridor for a public trail north of Monument Boulevard to Mayette Avenue.                              |
| 2h            | Encourage and participate in access and development plans in the immediate vicinity of each BART Station to improve multimodal access and facilities for buses, bicycles and pedestrians   | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                          | <i>In July 2019 the Board of Supervisors authorized the Public Works Director to submit grant applications to the Contra Costa Transportation Authority for the 2020 State Transportation Improvement Program funding cycle for the Treat Boulevard Corridor Improvements Project in the Pleasant Hill area.</i><br><br><i>On October 3rd, 2019 the CCTA Administration and Projects Committee approved the Treat Blvd project for STIP funding</i> |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

| TRANSPAC AREA |  |                                   |  |   |   |
|---------------|--|-----------------------------------|--|---|---|
| Goal #        | Relevant Action Plan Policy  | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective | Affected Jurisdictions                    | Implementation Status as of December 31, 2019 (Actions since last Checklist are in Italics.)  |
| 2i            | Support innovative approaches to improve the efficiency and effectiveness of transit services for seniors and disabled persons through the allocation of Central County's Measure J \$10 million for Additional Transportation for Seniors and People with Disabilities. These funds are in addition to Measure J Other Countywide Programs and total \$35 million in Central County | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                    | None  |
| 2j            | Support expansion and use of park-and-ride facilities using Express and local buses  | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions, County Connection | None  |
| 2k            | Support the extension of ferry service to and from San Francisco and Contra Costa County   | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions, WETA              | None  |
| 2l            | Implement the recommendations of the Contra Costa Mobility Management Plan, including the establishment of a mobility management center for the County   | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                    | None  |
| <b>3</b>      | <b>Encourage land use decisions that address the increase in overall traffic demand</b>  |                                   |  |   |   |
| 3a            | Continue to support implementation of the Measure J Growth Management Program  | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                    | None  |
| 3b            | Continue to support higher-density development around transit hubs and downtowns   | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                    | <i>In September 2019 the Board of Supervisors authorized the Conservation and Development Director to submit letters of confirmation and letters of interest to the Metropolitan Transportation Commission related to the County's Priority Development Area and Priority Production Area designations in Bay Point, Byron, El Sobrante, and Pacheco in order to establish and preserve eligibility for grant funding. (No fiscal impact)</i> |
| 3c            | Continue to require each jurisdiction to:  |                                   |  |   |   |
| 3c-a          | Notice the initiation of the environmental review process for projects generating more than 100 net-new peak-hour vehicle trips  | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                    | None  |
| 3c-b          | For projects that require a General Plan Amendment, identify any conflicts with Action Plan MTSOs and then, if requested, present the analysis results and possible mitigation strategies to TRANSPAC for review and comment   | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                    | <i>DCD staff routinely reviews and comments on development applications from TRANSPAC jurisdictions, and distributes potential general plan amendments, such as the Del Hombre project, to TRANSPAC administrator for review.</i>   |
| 3d            | Include the needs of pedestrians and bicyclists in the design, construction, and maintenance of development projects   | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                    | None  |
| <b>4</b>      | <b>Support the use, enhancement, and expansion of low emission technologies</b>  |                                   |  |   | None  |
| 4a            | Support innovative approaches for the deployment of low emission technologies  | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                    | None  |
| 4b            | Support the construction of infrastructure needed for the expansion of low emission technologies, such as vehicle charging stations  | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions                    | <i>In May 2019 the Board of Supervisors authorized the Public Works Director, or designee, to apply for and accept grant funds from the Bay Area Air Quality Management District (BAAQMD) Charge! Program to expand the County's supply of electric vehicle equipment. Countywide.</i>  |
| <b>5</b>      | <b>Manage arterial traffic flow</b>  |                                   |  |   |   |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

| <b>TRANSPAC AREA</b> |   |  |   |                               |  |
|----------------------|---|--|---|-------------------------------|--|
| <b>Goal #</b>        | <b>Relevant Action Plan Policy</b>  | <b>Route(s) of Regional Significance</b> | <b>Multi-Modal Transportation Service Objective</b> | <b>Affected Jurisdictions</b> | <b>Implementation Status as of December 31, 2019 (Actions since last Checklist are in Italics.)</b>  |
| 5a                   | Seek funding for traffic and transit improvements along Regional Routes and other major streets                         | REGION WIDE                              | N/A   | TRANSPAC Jurisdictions        | In 2017, the Board of Supervisors adopted Resolution No. 2017/82 approving and authorizing the Public Works Director, or designee, to file an application for the Active Transportation Program (ATP) Cycle 3 funding for the Pacheco Boulevard Sidewalk Gap Closure Phase III Project for \$619,000, and committing local support and assurance to complete the project.  |
| 5b                   | Continue to implement the Central Contra Costa Traffic Management Program   | REGION WIDE                              | N/A   | TRANSPAC Jurisdictions        | In 2017, the Board of Supervisors approved the Pacheco Boulevard Sidewalk Gap Closure Phase III Project and took related actions under the California Environmental Quality Act, and authorized the Interim Public Works Director, or designee, to advertise the Project<br><br><i>In June 2019, the Board of Supervisors adopted Resolution No. 2019/193 approving the submission of a claim to the Metropolitan Transportation Commission to seek Fiscal Year 2019/2020 Transportation Development Act funding in the amount of \$1,049,500 for bicycle and pedestrian projects sponsored by the County and the cities of Concord, Lafayette, Martinez, Moraga, Oakley, Orinda, Pittsburg, Pleasant Hill, San Pablo, and San Ramon, as recommended by the Public Works Director, Countywide.</i> |
| 5c                   | Where feasible and appropriate, address the needs of pedestrians and bicyclists along and connecting to Regional Routes | REGION WIDE                              | N/A   | TRANSPAC Jurisdictions        |  |
| <b>6</b>             | <b>Support the implementation of Complete Streets, including the improvement of bicycle and pedestrian facilities</b>   |  |   |                               |  |
| 6a                   | Support the inclusion of Complete Streets in General Plan updates   | REGION WIDE                              | N/A   | TRANSPAC Jurisdictions        | None   |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

| TRANSPAC AREA |   |                                   |  |                        |  |
|---------------|---|-----------------------------------|--|------------------------|--|
| Goal #        | Relevant Action Plan Policy   | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective | Affected Jurisdictions | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in Italics.)  |
| 6b            | Support the improvement of bicycle and pedestrian facilities on and connecting to Routes of Regional Significance   | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions | <p><i>In February 2019 the Board of Supervisors adopted Resolution No. 2019/43 approving and authorizing the Public Works Director, or designee, to submit a 2019/2020 Transportation Development Act grant application to the Metropolitan Transportation Commission in the amount of \$100,000 for fiscal year 2019/2020 for the Oak Road Bikeway Project.</i></p> <p><i>In July 2019 the Board of Supervisors authorized the Conservation and Development Director to execute grant deeds to convey 13 former Redevelopment Agency owned sites which are portions of the Iron Horse Trail Corridor, from the Contra Costa County Successor Agency to Contra Costa County.</i></p> <p><i>In July 2019 the Board of Supervisors authorized the Public Works Director to submit grant applications to the Contra Costa Transportation Authority for the 2020 State Transportation Improvement Program funding cycle for the Treat Boulevard Corridor Improvements Project in the Pleasant Hill area.</i></p> <p><i>In May 2019 the Conservation and Development and Public Works Departments were authorized to submit a joint application to the California State Coastal Conservancy for grant funding in the amount of \$133,000 to study trail gaps around the Carquinez Strait Scenic Loop Trail. Funding is expected to be awarded January 2020.</i></p> |
| 6c            | Seek funding to provide bicycle parking infrastructure at employment sites and activity centers throughout Central County   | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions | None   |
| 6d            | Support development of pedestrian and bicycle plans and safe routes to transit improvements   | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions | None   |
| <b>7</b>      | <b>Increase participation in the 511 Contra Costa TDM Program</b>   |                                   |  |                        |  |
| 7a            | Support the 511 Contra Costa TDM Program to educate and encourage Contra Costa residents, students and commuters to use multimodal alternatives by promoting transit, shuttles, carpooling, vanpooling, walking, bicycling, alternative work schedules, and telecommuting | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions | <p>In 2017, the Board of Supervisors approved and authorized the Conservation and Development Director, or designee, to execute a contract with the Contra Costa Centre Association in an amount not to exceed \$291,000 for transportation demand management services for the Contra Costa Centre area, for the period July 1, 2017 through June 30, 2018</p>   |
| 7b            | Develop TDM programs at K-12 schools and colleges to encourage carpooling, transit ridership, walking, and bicycling  | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions |  |
| 7c            | Promote alternative work opportunities including employer pre-tax benefit programs, compressed work-week schedules, flex schedules, and telework  | REGION WIDE                       | N/A  | TRANSPAC Jurisdictions |  |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

| <b>TRANSPAC AREA</b> |   |  |   |  |  |
|----------------------|---|--|---|--|--|
| <b>Goal #</b>        | <b>Relevant Action Plan Policy</b>  | <b>Route(s) of Regional Significance</b> | <b>Multi-Modal Transportation Service Objective</b> | <b>Affected Jurisdictions</b>          | <b>Implementation Status as of December 31, 2019<br/>(Actions since last Checklist are in Italics.)</b>  |
| 7d                   | Encourage commuters to make local trips or trips linked to transit by walking, bicycling, or carpooling instead of driving alone  | REGION WIDE                              | N/A   | TRANSPAC Jurisdictions                 | <i>through June 30, 2019.</i><br><i>In 2018 the Board of Supervisors approved and authorized the Conservation and Development Director, or designee, to execute a contract with the Contra Costa Centre Association in an amount not to exceed \$300,000 to provide transportation demand management services for the Contra Costa Centre area, for the period July 1, 2018 through June 30, 2019.</i> |
| 7e                   | Promote park-and-ride lot use to potential carpoolers, vanpoolers, and transit riders, including shuttle services, where applicable   | REGION WIDE                              | N/A   | TRANSPAC Jurisdictions                 | <i>In 2019 the Board of Supervisors approved and authorized the Director of Conservation and Development, or designee, to execute a contract with the Contra Costa Centre Association in an amount not to exceed \$341,300, for transportation demand management services for the Contra Costa Centre area, for the period July 1, 2019 through June 30, 2020</i>                                      |
| 7f                   | In cooperation with Central County jurisdictions, develop TDM plans and provide consultations to improve mobility and decrease parking demand for new development and redevelopment | REGION WIDE                              | N/A   | TRANSPAC Jurisdictions                 | <i>In May 2019 the Board of Supervisors authorized the Public Works Director to apply for and accept grant funds from the Bay Area Air Quality Management District (BAAQMD) Charge! Program to expand the County's supply of electric vehicle equipment, Countywide.</i>   |
| 7g                   | Explore innovative new technologies to improve mobility and reduce SOV trips  | REGION WIDE                              | N/A   | TRANSPAC Jurisdictions                 |  |
| 7h                   | Seek funding to provide bicycle parking infrastructure at employment sites and activity centers throughout Central County   | REGION WIDE                              | N/A   | TRANSPAC Jurisdictions                 |  |
| 7i                   | Encourage "green" commuting, including ZEV and NEV vehicles, clean fuel infrastructure, and car sharing   | REGION WIDE                              | N/A   | TRANSPAC Jurisdictions                 |  |
| <b>8</b>             | <b>Work to improve freeway flow</b>   |  |   |  |  |
| 8a                   | Continue to monitor and evaluate operational improvements at freeway interchanges on I-680, SR-242, SR-24, and SR-4   | I-680, SR-242, SR-24, and SR-4           | 4.0, 3.0, ?, and 5.0 Delay Index, respectively      | TRANSPAC Jurisdictions, CCTA, Caltrans | None   |
| 8b                   | Support development of operational improvements on mainline SR-4  | SR-4                                     | 5.0 Delay Index                                     | TRANSPAC Jurisdictions, CCTA, Caltrans | In 2016, the County participated in the SR-4 Integrated Corridor Management Program Study.   |
| 8c                   | Continue to support the completion of the fourth bore of the Caldecott Tunnel (SR-24)   | SR-24                                    | N/A   | TRANSPAC Jurisdictions, CCTA, Caltrans | None   |
| 8d                   | Support the study and implementation of potential regional freeway management strategies  | I-680, SR-242, SR-24, and SR-4           | N/A   | TRANSPAC Jurisdictions, CCTA, Caltrans | The County is participating in CCTA's "Innovate 680" planning efforts  |
| 8e                   | Consider a multi-agency approach to freeway ramp metering   | I-680, SR-242, SR-24, and SR-4           | N/A   | TRANSPAC Jurisdictions, CCTA, Caltrans | None   |
| <b>9</b>             | <b>Support Use of HOV and Express Lanes</b>   |  |   |  |  |
| 9a                   | Support the completion of a continuous HOV system on I-680  | I-680                                    | 4.0 Delay Index                                     | TRANSPAC Jurisdictions, CCTA, Caltrans | None   |
| 9b                   | Support the connection of the SR-4 HOV system to I-680  | I-680, SR-4                              | 5.0, 4.0 Delay Index                                | TRANSPAC Jurisdictions, CCTA, Caltrans | None   |



**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

| <b>TRANSPAC AREA</b> |  |  |   |  |  |
|----------------------|--|--|---|--|--|
| <b>Goal #</b>        | <b>Relevant Action Plan Policy</b>   | <b>Route(s) of Regional Significance</b> | <b>Multi-Modal Transportation Service Objective</b> | <b>Affected Jurisdictions</b>          | <b>Implementation Status as of December 31, 2019<br/>(Actions since last Checklist are in Italics.)</b>  |
| 9c                   | Support consistent occupancy requirements for toll-free HOV lanes on the Benicia-Martinez Bridge and I-680 | I-680                                    | N/A   | TRANSPAC Jurisdictions, CCTA, Caltrans | None   |
| 9d                   | Support the implementation of Express Lanes on I-680, consistent with MTC's project                        | I-680                                    | 4.0 Delay Index                                     | TRANSPAC Jurisdictions, CCTA, Caltrans | <i>In May 2019 the Board of Supervisors authorized an amendment to Agreement No. 454 with Contra Costa Transportation Authority, effective April 17, 2019, to increase the amount payable to Contra Costa County by \$10,000 to a new amount payable of \$53,000 to provide right of way services for the I-680 North Express Lanes Project, as recommended by the Public Works Director, I-680 Corridor area.</i> |
| 9e                   | Support additional incentives for HOV users  | I-680, SR-242, SR-24, and SR-4           | N/A   | TRANSPAC Jurisdictions, CCTA, Caltrans | None   |
| 9f                   | Provide additional park-and-ride lots  | I-680, SR-242, SR-24, and SR-4           | N/A   | TRANSPAC Jurisdictions                 | None   |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**TRANSPLAN AREA**

| Action # | Relevant Action Plan Policy  | Route(s) of Regional Significance                                       | Multi-Modal Transportation Service Objective   | Affected Jurisdictions                                 | Implementation Status as of December 31, 2019 (Actions since last Checklist are in Italics.)  |
|----------|--|---|--|--|---|
| <b>A</b> | <b>Maintain or Improve Efficiency of Freeway and Arterial Operations</b>   |   |  |  |   |
| A.1      | <b>Regional Highway Transportation Facility Improvements</b>   |   |  |  |   |
| A.1.a    | Current SR 4 projects (widening and interchange reconstruction from Loveridge Rd to Hillcrest Ave, and from Laurel Rd to Sand Creek Rd)  | SR4   | Delay Index should not exceed 2.5 during the AM or PM peak period, HOV lane utilization should exceed 600 vehicles per lane in the peak direction during the peak hour | TRANSPLAN jurisdictions                                | In 2016, the Board of Supervisors approved and authorized the Chair of the Board of Supervisors to execute a contract amendment, effective March 16, 2016, with the Contra Costa Transportation Authority, to increase the payment limit to the County by \$50,000 to a new payment limit of \$5,285,376 for additional right of way services for the State Route 4 Railroad Avenue to Loveridge Road Widening Project.<br><br>In 2017, the Board of Supervisors approved the Byron Highway Traffic Safety Improvements project and took related actions under the California Environmental Quality Act, and authorized the Interim Public Works Director, or designee, to advertise the Project. |
| A.1.b    | Future SR 4 Projects (SR 160/SR 4 Connector Ramps, Balfour Road interchange, Marsh Creek Road interchange, Vasco Road interchange, Widening of SR 4 from Balfour Road to Vasco Road (Segment III)) | SR4   | Delay Index should not exceed 2.5 during the AM or PM peak period, HOV lane utilization should exceed 600 vehicles per lane in the peak direction during the peak hour | TRANSPLAN jurisdictions                                | None  |
| A.1.c    | TriLink (SR239) Work with CCTA and Caltrans on the ongoing TriLink feasibility study   | SR239   | Delay Index should not exceed 2.5 during the AM or PM peak period  | Brentwood, Contra Costa County                         | None  |
| A.1.d    | SR 84 - Work with Alameda County jurisdictions to determine the feasibility of a Route 84 extension into East County.  | SR 84   | Delay Index should not exceed 2.5 during the AM or PM peak period  | Contra Costa County                                    | None  |
| A.1.e    | James Donlon Boulevard Extension - Pursue completion of project  | James Donlon Boulevard  | Maintain LOS D or better at all signalized intersections   | City of Pittsburg, ECCRFA                              | None  |
| A.1.f    | Main Street/Brentwood Boulevard (Oakley and Brentwood to Discovery Bay) - Pursue the widening of Main Street/Brentwood Boulevard through Oakley and Brentwood to Discovery Bay                     | Main Street/Brentwood Boulevard (Oakley and Brentwood to Discovery Bay) | Maintain LOS D or better at all signalized intersections   | CCTA, Caltrans, Oakley, Brentwood, Contra Costa County | None  |
| A.1.g    | Byron Highway, Vasco Road Connector - Pursue project to connect Vasco Road with Byron Highway  | Byron Highway   | Peak hour level-of-service shall not exceed level-of-service D for nonsignalized rural roadways  | Contra Costa County                                    | None  |
| A.1.h    | Southern Parallel Arterial Improvements - Pursue projects to provide additional vehicle capacity on arterial routes parallel to and south of SR 4  | Arterial Routes   | Maintain LOS D or better at all signalized intersections   | Antioch, Pittsburg, Contra Costa County                | <i>In July 2019 the Board of Supervisors authorized the Public Works Director, or designee, to submit grant applications to the Contra Costa Transportation Authority for the 2020 State Transportation Improvement Program funding cycle for the Kirker Pass Road and Hess Road Intersections Improvements Project and Treat Boulevard Corridor Improvements Project, Concord and Pleasant Hill areas.</i>   |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**TRANSPLAN AREA**

| <b>Action #</b> | <b>Relevant Action Plan Policy</b>   | <b>Route(s) of Regional Significance</b> | <b>Multi-Modal Transportation Service Objective</b>  | <b>Affected Jurisdictions</b>           | <b>Implementation Status as of December 31, 2019<br/>(Actions since last Checklist are in Italics.)</b> |
|-----------------|--|--|--|---|---|
| A.1.i           | Northern Parallel Arterial Improvements - Pursue projects to provide additional vehicle capacity on arterial routes parallel to and north of SR 4  | Arterial Routes                          | Maintain LOS D or better at all signalized intersections   | Antioch, Pittsburg, Oakley              | None  |
| A.1.j           | Vasco Road - Improve safety along Vasco Road with widened pavement and median barrier;   | Vasco Road                               | Peak hour level-of-service shall not exceed level-of-service D for nonsignalized rural roadways  | Contra Costa County                     | None  |
| A.1.k           | SR 160 - Study future needs along this route including potential interchange improvements at SR 160 and Wilbur Avenue  | SR 160                                   | Delay Index should not exceed 2.5 during the AM or PM peak period  | Oakley, CCTA                            | None  |
| <b>A.2</b>      | <b>Construct Targeted Traffic Engineering Improvements</b>   |  |  |   |   |
| A.2.a           | Monitor conditions on the regional route system and construct improvements as necessary to alleviate conditions that exceed traffic service objectives. Improvements will be listed in the Countywide Transportation Project List (CTPL) maintained by CCTA  | REGION WIDE                              | N/A  | CCTA, TRANSPLAN jurisdictions           | None  |
| <b>A.3</b>      | <b>Make Operational Improvements to Freeways and Arterials</b>   |  |  |   |   |
| A.3.a           | Review and implement appropriate operational strategies originally recommended in the East Central Commute Corridor Traffic Management Plan, such as selective 35 control point metering, to maximize traffic flow without creating excessive localized air pollution and reducing parallel street capacity. | REGION WIDE                              | N/A  | Pittsburg                               | None  |
| A.3.b           | Coordinate with Caltrans and local jurisdictions for ongoing cooperation regarding ramp metering operations at freeway interchanges  | Freeway Routes                           | The Delay Index should not exceed 2.5 during the AM or PM peak period. <input type="checkbox"/> HOV lane utilization should exceed 600 vehicles per lane in the peak direction during the peak hour. | TRANSPLAN jurisdictions, CCTA, Caltrans | None  |
| A.3.c           | Identify and plan for future rail grade separations where feasible   | REGION WIDE                              | N/A  | TRANSPLAN jurisdictions, CCTA,          | None  |
| A.3.d           | Encourage coordination with the California Highway Patrol to promote safer traffic operations, including facilitating enforcement  | REGION WIDE                              | N/A  | TRANSPLAN jurisdictions, CCTA, Caltrans | None  |
| A.3.e           | In cooperation with CCTA, encourage the ongoing investigation of new transportation-related technologies that have the potential to improve traveler safety, smooth traffic flow and reduce delay, and/or reduce the environmental or quality-of-life impacts associated with current travel modes           | REGION WIDE                              | N/A  | TRANSPLAN jurisdictions, CCTA           | None  |
| <b>B</b>        | <b>Support an Efficient and Effective Transit System</b>   |  |  |   |   |
| <b>B.1</b>      | <b>Support Rail Transit Operations</b>   |  |  |   |   |
| B.1.a           | eBART to Hillcrest Ave   | REGION WIDE                              | BART Ridership   |   | None  |
| B.1.b           | Participate in any future studies regarding rail options for East County   | REGION WIDE                              | N/A  |   | None  |
| <b>B.2</b>      | <b>Expand Transit Service</b>  |  |  |   |   |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**TRANSPLAN AREA**

| <b>Action #</b> | <b>Relevant Action Plan Policy</b>  | <b>Route(s) of Regional Significance</b> | <b>Multi-Modal Transportation Service Objective</b> | <b>Affected Jurisdictions</b>                          | <b>Implementation Status as of December 31, 2019 (Actions since last Checklist are in Italics.)</b> |
|-----------------|---|--|---|--|---|
| B.2.a           | Work with Tri-Delta Transit to provide bus-oriented improvements along local routes, and to improve and expand service  |  | Bus Riders per Service Hour                         | TRANSPLAN Jurisdictions                                | None  |
| B.2.b           | If a community is considering transit-oriented development, encourage adoption of development guidelines that would incorporate transit-oriented design, where feasible, to be determined by each local jurisdiction                    | REGION WIDE                              | N/A   | TRANSPLAN Jurisdictions                                | None  |
| B.2.c           | Continue working with TRANSPLAN and CCTA to pursue funding opportunities for expanded bus service   | REGION WIDE                              | Bus Riders per Service Hour                         | TRANSPLAN Jurisdictions, Tri-Delta Transit             | None  |
| B.2.d           | Consider traffic signal management / bus prioritization technology on major arterials in Antioch, Oakley and Pittsburg as described in the State Route 4 Corridor Management Plan   | Arterial Routes                          | Bus Riders per Service Hour                         | TRANSPLAN Jurisdictions, Tri-Delta Transit             | None  |
| B.2.e           | Encourage the funding and provision of alternative-fueled vehicles and related fueling stations for transit operators to improve air quality, as they expand their bus fleets   | REGION WIDE                              | N/A   | TRANSPLAN Jurisdictions, CCTA, Tri-Delta Transit       | None  |
| B.2.f           | Encourage the region's bus transit operators to increase and improve coordination where possible, particularly in linking East and Central County bus services  | REGION WIDE                              | Bus Riders per Service Hour                         | Tri Delta Transit, County Connection                   | None  |
| B.2.g           | Encourage local jurisdictions to design safety treatments (such as crosswalks, bus bulbs, bus pullouts and Americans with Disabilities Act improvements) at transit stops where appropriate, and to seek regional funding when possible | REGION WIDE                              | N/A   | Tri Delta Transit, TRANSPLAN jurisdictions             | In 2016 and 2017, the County participated in BART's North Concord to Antioch BART Access Study.     |
| <b>B.3</b>      | <b>Provide Intermodal Transit Centers</b>   |  |   |  |   |
| B.3.a           | Develop BART, eBART and other rail stations as major transportation and business hubs for East County   | REGION WIDE                              | N/A   | BART, CCTA, Tri-Delta Transit, TRANSPLAN jurisdictions | In 2016 and 2017, the County participated in BART's North Concord to Antioch BART Access Study.     |
| B.3.b           | Consider the adoption of station-area specific plans to guide development and transportation infrastructure around intermodal transit centers   | REGION WIDE                              | N/A   | TRANSPLAN jurisdictions                                | None  |
| B.3.c           | Explore the feasibility and development of ferry service to East County   | REGION WIDE                              | N/A   | TRANSPLAN, WETA  | None  |
| B.3.d           | Continue exploring development of new rail station sites as appropriate with rail corridor proposals  | REGION WIDE                              | N/A   | Local jurisdictions                                    | None  |
| <b>B.4</b>      | <b>Expand Park-and-Ride Lots</b>  |  |   |  |   |
| B.4.a           | Continue to pursue development of additional park-and-ride lots along the SR 4 corridor and at other appropriate locations, including potential shared-use agreements at shopping centers which have unused spaces                      | REGION WIDE                              | N/A   | Tri-Delta Transit, Local jurisdictions, Caltrans       | None  |

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| <b>Action #</b> | <b>Relevant Action Plan Policy</b>  | <b>Route(s) of Regional Significance</b> | <b>Multi-Modal Transportation Service Objective</b> | <b>Affected Jurisdictions</b>                                  | <b>Implementation Status as of December 31, 2019<br/>(Actions since last Checklist are in Italics.)</b> |
|-----------------|---|--|---|--|---|
| B.4.b           | Maintain and improve park-and-ride lots in East County  | REGION WIDE                              | N/A   | 511CC, TRANSPLAN, BART, Tri-Delta Transit, Local jurisdictions | None  |
| B.4.c           | Promote greater awareness of East County park-and-ride lots for transit and ridesharing where capacity is available                             | REGION WIDE                              | N/A   | 511CC, TRANSPLAN Jurisdictions, BART                           | None  |
| <b>C</b>        | <b>Improve Multimodal Mobility and Decrease Single-Occupant Vehicle Travel</b>  |  |   |  |   |
| <b>C.1</b>      | <b>Offer Transportation Demand Management Programs</b>  |  |   |  |   |
| C.1.a           | Continue to provide and promote express commuter bus service to major employment centers  | REGION WIDE                              | Bus Riders per Service Hour                         | 511CC, Tri-Delta Transit                                       | None  |
| C.1.b           | Monitor and report on the effectiveness of East County TDM programs   | REGION WIDE                              | N/A   | 511CC  | None  |
| C.1.c           | Promote alternatives to the single occupant vehicle through public outreach, working with employers and residents                               | REGION WIDE                              | N/A   | 511CC, Tri-Delta Transit                                       | None  |
| C.1.d           | Promote transit, carpooling, bicycle use, and walking to students, employees and residents at K-12 schools, technical schools and college sites | REGION WIDE                              | N/A   | 511CC  | None  |
| C.1.e           | Promote and deliver Safe Routes to School programs  | REGION WIDE                              | N/A   | 511CC  | None  |
| C.1.f           | Encourage tele-work, compressed work week and other alternative work location strategies to reduce traffic congestion at peak hours             | REGION WIDE                              | N/A   | 511CC  | None  |
| <b>C.2</b>      | <b>Encourage Active Transportation</b>  |  |   |  |   |

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| Action # | Relevant Action Plan Policy   | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective | Affected Jurisdictions   | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in <i>Italics.</i> )   |
|----------|---|-----------------------------------|--|--|---|
| C.2.a    | Continue to update and implement local and regional bicycle plans   | REGION WIDE                       | N/A  | TRANSPLAN,<br>Local jurisdictions,<br>East Bay Regional<br>Park District | <p>In 2017, the Board of Supervisors approved the Bailey Road/State Route 4 Interchange Pedestrian &amp; Bicycle Improvements Project and take related actions under the California Environmental Quality Act; and authorized the Interim Public Works Director, or designee, to advertise the Project.</p> <p><i>In June 2019, the Board of Supervisors adopted Resolution No. 2019/193 approving the submission of a claim to the Metropolitan Transportation Commission to seek Fiscal Year 2019/2020 Transportation Development Act funding in the amount of \$1,049,500 for bicycle and pedestrian projects sponsored by the County and the cities of Concord, Lafayette, Martinez, Moraga, Oakley, Orinda, Pittsburg, Pleasant Hill, San Pablo, and San Ramon, as recommended by the Public Works Director, Countywide. (100% Transportation Development Act, Article 3 Funds)</i></p> <p><i>In July 2019 the Board of Supervisors adopted Resolution No. 2019/466 authorizing the Conservation and Development Director to execute a contract to accept grant funding in an amount not to exceed \$350,000 from the Caltrans' Sustainable Communities Planning Grant Program to produce an inventory of the County's roadway network for the purpose of identifying opportunities to build new or enhanced bikeways and sidewalks.</i></p> |
| C.2.b    | Maintain existing regional multipurpose trails such as the Delta de Anza Trail through Oakley, Antioch, Pittsburg and Bay Point, the American Discovery Trail through Antioch to the summit of Mount Diablo, and the Marsh Creek Regional Trail through Brentwood, Oakley, and north to the Delta | REGION WIDE                       | N/A  | TRANSPLAN,<br>Local jurisdictions,<br>East Bay Regional<br>Park District | None  |
| C.2.c    | Complete unbuilt segments of regional multipurpose trails such as the Mokelumne Coast-to-Crest Trail, Delta de Anza Trail, Union Pacific Rail Trail, Big Break Regional Trail, and the Marsh Creek Trail  | REGION WIDE                       | N/A  | TRANSPLAN,<br>Local jurisdictions,<br>East Bay Regional<br>Park District |   |
| C.2.d    | Emphasize the construction of unbuilt segments of Class II and Class III bikeways on the Countywide Bikeway Network, as identified in the 2009 Contra Costa Countywide Bicycle and Pedestrian Plan  | REGION WIDE                       | N/A  | TRANSPLAN<br>jurisdictions   | None  |
| C.2.e    | Facilitate planning and design of the Great California Delta Trail, linking the Delta shoreline in Contra Costa County to the Bay Trail and to San Joaquin, Solano, Sacramento, and Yolo counties   | REGION WIDE                       | N/A  | TRANSPLAN<br>jurisdictions   | None  |

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**TRANSPLAN AREA**

| Action # | Relevant Action Plan Policy   | Route(s) of Regional Significance        | Multi-Modal Transportation Service Objective | Affected Jurisdictions         | Implementation Status as of December 31, 2019 (Actions since last Checklist are in Italics.)   |
|----------|---|--|--|--------------------------------|--|
| C.2.f    | Support improvements to the Delta-De Anza Trail, particularly in addressing the gap along Bailey Road; this is the subject of a current study through the SR 4/Bailey Road Interchange improvement project  |  |  | TRANSPLAN jurisdictions        | None   |
| C.2.g    | Complete the East Bay Municipal Utility District (EBMUD) Trail, linking Los Medanos College in Pittsburg to Brentwood   | REGION WIDE                              | N/A  | TRANSPLAN jurisdictions        | None   |
| C.2.h    | Study bikeway connections parallel to SR 4 such as improvements on Kirker Pass Road and Marsh Creek Road  | SR-4, Kirker Pass Road, Marsh Creek Road | N/A  | TRANSPLAN jurisdictions        | <i>In January 2019, the Board of Supervisors approved and authorized the Conservation and Development Director, or designee, to execute a contract with Fehr &amp; Peers in an amount not to exceed \$299,735 to assist the Department of Conservation and Development in developing and studying the feasibility of multi-use trail concepts for the Marsh Creek Corridor, for the period January 22, 2019 through July 31, 2020.</i> |
| C.2.i    | Study bikeway and pedestrian needs at school areas, including participation in Safe Routes to School and Safe Routes to Transit programs, to help plan, fund and construct future facilities in these areas. Projects should support the Countywide Safe Routes to School Master Plan | REGION WIDE                              | N/A  | 511CC                          | None   |
| C.2.j    | Provide bike racks, lockers and other secure bike parking options at key locations and activity centers throughout the county   | REGION WIDE                              | N/A  | 511CC                          | None   |
| C.2.k    | Encourage consideration of bicycle and pedestrian use in neighborhood planning and design, to ensure that infrastructure such as soundwalls do not create barriers to travel through neighborhoods on bicycle or on foot  | REGION WIDE                              | N/A  | TRANSPLAN jurisdictions        | None   |
| C.2.l    | Maintain existing and provide new shoulders, bicycle lanes, and sidewalks on all streets and rural roads to provide for better bicycle and pedestrian connectivity and safety where feasible  | REGION WIDE                              | N/A  | TRANSPLAN jurisdictions        | None   |
| C.2.m    | Support and deliver education programs for students and others to learn how to bicycle and walk safely  | REGION WIDE                              | N/A  | 511CC, TRANSPLAN jurisdictions | None   |
| C.2.n    | Improve trail crossings at arterials  | REGION WIDE                              | N/A  | TRANSPLAN jurisdictions        | None   |
| <b>D</b> | <b>Maintain Existing Transportation Network to Support Safety and Efficiency</b>  |  |  |                                |  |
| D.1      | Encourage Adequate Maintenance  |  |  |                                |  |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**TRANSPLAN AREA**

| Action #   | Relevant Action Plan Policy  | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective | Affected Jurisdictions                   | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in Italics.)  |
|------------|--|-----------------------------------|--|--|--|
| D.1.a      | Maintain and enhance local pavement management systems   | REGION WIDE                       | N/A  | TRANSPLAN jurisdictions                  | <i>In May 2018 the Board of Supervisors approved the Contra Costa County Local Streets and Road Preservation Project and took related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Byron and Richmond areas. (75% One Bay Area Grant – Local Streets and Roads Preservation and 25% Gas Tax Funds)</i>  |
| D.1.b      | Continue to explore ways to increase revenue to maintain roads and provide arterial street improvements countywide (such as through gasoline taxes and toll bridge revenues) | REGION WIDE                       | N/A  | TRANSPLAN jurisdictions                  | None   |
| D.1.c      | Work with MTC to provide funding to maintain and enhance local transit facilities and to purchase replacement of rolling stock   | REGION WIDE                       | N/A  | MTC, CCTA, Transit operators             | None   |
| <b>E</b>   | <b>Manage the Effects of New Growth on the Transportation System</b>   |                                   |  |  |  |
| <b>E.1</b> | <b>Monitor and Update the East County Sub-Regional Transportation Mitigation Fee</b>   |                                   |  |  | County representatives sit on the ECCRFA Board.  |
| E.1.a      | Periodically update the fee structure to ensure it will produce sufficient funds in light of current and anticipated growth rates and construction costs in East County      | REGION WIDE                       | N/A  | ECCRFA                                   | In 2016, the Board of Supervisors approved and authorized the Public Works Director, or designee, to execute, on behalf of the County, Contract Amendment No. 1 to the Joint Exercise of Powers Agreement/Contribution Agreement between East Contra Costa Regional Fee and Financing Authority and Contra Costa County for Phase 1 of the State Route 4 Bypass to increase the maximum reimbursement amount from \$3.0 million to \$3.35 million and extend the payment date from June 30, 2011 to June 30, 2020. |
| E.1.b      | Continue to update its Strategic Plan to reflect new trends or growth assumptions  | REGION WIDE                       | N/A  | ECCRFA                                   | None   |
| E.1.c      | Continue to participate in the fee program through the East Contra Costa Regional Fee & Financing Authority  | REGION WIDE                       | N/A  | ECCRFA, TRANSPLAN jurisdictions          | <i>County Supervisors sit on ECCRFA Board</i>  |
| E.1.d      | Explore ways to advance revenues from the fee program through the use of bonds or other financial mechanisms, such as tolls, gasoline taxes and other user fees              | REGION WIDE                       | N/A  | TRANSPLAN                                | None   |
| <b>E.2</b> | <b>Transportation Funding</b>  |                                   |  |  |  |
| E.2.a      | Work with regional and state agencies to obtain a greater local share of gasoline taxes, toll bridge revenues and other sources for major projects                           | REGION WIDE                       | N/A  | TRANSPLAN, CCTA, Tri-Delta Transit, BART | None   |
| E.2.b      | Continue to explore ways to increase revenue to maintain roads and provide arterial street improvements countywide, such as through gasoline taxes and toll bridge revenues  | REGION WIDE                       | N/A  | TRANSPLAN jurisdictions                  | None   |



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**TRANSPLAN AREA**

| <b>Action #</b> | <b>Relevant Action Plan Policy</b>  | <b>Route(s) of Regional Significance</b> | <b>Multi-Modal Transportation Service Objective</b> | <b>Affected Jurisdictions</b>            | <b>Implementation Status as of December 31, 2019<br/>(Actions since last Checklist are in Italics.)</b>   |
|-----------------|---|--|---|--|---|
| <b>E.3</b>      | <b>Pursue Balanced Growth in East County</b>  |  |   |  |   |
| E.3.a           | Coordinate with economic development agencies and non-governmental organizations (NGOs) on a cooperative East County effort to attract new employment development   | REGION WIDE                              | N/A   | TRANSPLAN jurisdictions                  | <i>In June 2019 the department of Conservation and Development updated the Board of Supervisors that it had procured a consultant to study short-line rail alternatives as part of the Northern Waterfront Initiative</i> |
| E.3.b           | Support the study of new transportation facilities (such as TriLink/SR 239) that could attract new business development in East County by improving accessibility between East County and neighboring regions | REGION WIDE                              | N/A   | TRANSPLAN jurisdictions, TRANSPLAN, CCTA | None  |
| E.3.c           | Work with MTC and other agencies to implement regional initiatives such as OBAG/PDA development strategies  | REGION WIDE                              | N/A   | TRANSPLAN jurisdictions, TRANSPLAN, CCTA | None  |

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**WCCTAC AREA**

| Action # | Relevant Proposed Action Plan Action   | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective | Affected Jurisdictions | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in Italics.) |
|----------|--|-----------------------------------|--|------------------------|---|
| 1        | Work with local transit providers and regional funding agencies to identify funding for and provide bus-oriented improvements and better bus stop amenities along local routes, and to improve headways and expand bus service along important corridors in West County. | Area-wide Actions                 | N/A  | WCCTAC Jurisdictions   | <i>County staff continue to participate in the West County Express Bus Implementation Plan</i>  |
| 2        | Implement transit-oriented development in the designated Pedestrian-Bicycle-Transit (PBT) zones using design principles that support local bus services and pedestrian/bicycle access  | Area-wide Actions                 | N/A  | WCCTAC Jurisdictions   | None  |
| 3        | Encourage development of plans, programs and projects that support transit-oriented development within all Priority Development Areas  | Area-wide Actions                 | N/A  | WCCTAC Jurisdictions   | None  |
| 4        | Encourage development of new or expanded park-n-ride lots along freeway corridors and at major activity centers  | Area-wide Actions                 | N/A  | WCCTAC Jurisdictions   | None  |
| 5        | Partner with the Water Emergency Transportation Authority and MTC to plan and fund ferry service in West County  | Area-wide Action                  | N/A  | WCCTAC Jurisdictions   | None  |
| 6        | Participate in studies regarding passenger rail improvements in West County, such as expansion of service on the Capital Corridor or San Joaquin Corridor  | Area-wide Action                  | N/A  | WCCTAC Jurisdictions   | None  |
| 7        | Complete the West Contra Costa Transportation Investment Study, including evaluation of transit opportunities, roadway improvements, and other projects  | Area-wide Action                  | N/A  | WCCTAC Jurisdictions   | None  |
| 8        | Support projects and programs that improve the passenger experience, upgrade systems and expand the capacity of BART stations in West County   | Area-wide Action                  | N/A  | WCCTAC Jurisdictions   | None  |

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| Action #  | Relevant Proposed Action Plan Action   | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective | Affected Jurisdictions | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in <i>Italics.</i> )  |
|-----------|--|-----------------------------------|--|------------------------|--|
| 9         | Continue to update and implement local and regional bicycle and pedestrian plans, and support the preparation of bicycle and pedestrian plans in those communities where they do not currently exist | Area-wide Action                  | N/A  | WCCTAC Jurisdictions   | <p>In 2017, the Board of Supervisors adopted Resolution No. 2017/32 to APPROVE the Parker Avenue Pedestrian Improvement Project In Rodeo and related actions under the California Environmental Quality Act and authorized the Public Works Director, or designee, to advertise the Project and submit a 2017/2018 Transportation Development Act Grant Application to the Metropolitan Transportation Commission in the total amount of \$100,000, for fiscal year 2016/2017.</p> <p>In 2017, the Board of Supervisors approved and authorized the Interim Public Works Director, or designee, to apply for and, if awarded, accept a grant for the 2017 Active Transportation Program Augmentation to Cycle 3 to the California Transportation Commission for the Appian Way Complete Streets Project and San Miguel Drive Complete Streets Project.</p> <p><i>In February 2019 the Board of Supervisors adopted Resolution No. 2019/44 approving and authorizing the Public Works Director to submit a 2019/2020 Transportation Development Act grant application to the Metropolitan Transportation Commission in the amount of \$100,000 for fiscal year 2019/2020 for the 7th Street Crosswalk Improvements Project.</i></p> <p><i>In May 2019 the Board of Supervisors authorized the Conservation and Development and Public Works Departments to submit a joint application to the California State Coastal Conservancy for grant funding in the amount of \$130,000 to study trail gap remedies around the Carquinez Strait Scenic Loop Trail.</i></p> |
| 9 (cont.) |  |                                   |  |                        | <p><i>In June 2019 the Board of Supervisors adopted Resolution No. 2019/193 approving the submission of a claim to the Metropolitan Transportation Commission to seek Fiscal Year 2019/2020 Transportation Development Act funding in the amount of \$1,049,500 for bicycle and pedestrian projects sponsored by the County and the cities of Concord, Lafayette, Martinez, Moraga, Oakley, Orinda, Pittsburg, Pleasant Hill, San Pablo, and San Ramon, as recommended by the Public Works Director, Countywide. (100% Transportation Development Act, Article 3 Funds)</i></p>  |

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| Action #  | Relevant Proposed Action Plan Action  | Route(s) of Regional Significance | Multi-Modal Transportation Service Objective | Affected Jurisdictions | Implementation Status as of December 31, 2019<br>(Actions since last Checklist are in <i>Italics.</i> )  |
|-----------|---|-----------------------------------|--|------------------------|--|
| 9 (cont.) |   |                                   |  |                        | <p><i>In July 2019 the Board of Supervisors adopted Resolution No. 2019/466 authorizing the Conservation and Development Director to execute a contract to accept grant funding in an amount not to exceed \$350,000 from Caltrans' Sustainable Communities Planning Grant Program to produce the Contra Costa County Active Transportation Action Plan.</i></p> <p><i>In July 2019 the Board of Supervisors approved the Fred Jackson Way First Mile/Last Mile Connection Project and take related actions under the California Environmental Quality Act.</i></p> <p><i>In August 2019 the Board of Supervisors authorized the Public Works Director, or designee, to execute a construction contract in the amount of \$474,647 with Pacific Infrastructure Construction, LLC for the Tara Hills Pedestrian Infrastructure Project, San Pablo area. (82% Local Road Fund, 10% Measure J Fund and 8% Transportation Development Act Grant)</i></p> <p><i>In September 2019 the Board of Supervisors authorized the Public Works Director to execute, a funding agreement with the West Contra Costa Transportation Advisory Committee, to receive \$270,000 for the County's San Pablo Dam Road Sidewalk Gap Project during the period from July 26, 2019, through June 30, 2020, El Sobrante area, as recommended by the Public Works Director.</i></p> |
| 10        | Support the WCCTAC TDM program in promoting commute methods and modes that reduce singleoccupant vehicle travel at peak times   | Area-wide Actions                 | N/A  | WCCTAC Jurisdictions   | None   |
| 11        | Participate in the countywide Safe Routes to School needs assessment, and use the results of that effort to identify and seek funding for bicycle and pedestrian improvements in West County school areas               | Area-wide Actions                 | N/A  | WCCTAC Jurisdictions   | None   |
| 12        | Support and participate in the efforts of Contra Costa Health Services in providing Safe Routes to School education and encouragement programs in area schools  | Area-wide Actions                 | N/A  | WCCTAC Jurisdictions   | None   |
| 13        | Consider bicycle and pedestrian needs in all neighborhood and roadway planning and design efforts, particularly within Priority Development Areas   | Area-wide Actions                 | N/A  | WCCTAC Jurisdictions   | <p><i>In August 2018 the Board of Supervisors approved the Rodeo Downtown Infrastructure Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Rodeo area.</i></p>  |
| 14        | Require new development projects to provide bike racks, lockers and other secure bike parking options at appropriate locations, and seek funding to provide bike parking at key activity centers throughout West County | Area-wide Actions                 | N/A  | WCCTAC Jurisdictions   | None   |

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|----------|---|-----------------------------------|---|-------------------------------------|--|
| 15       | Support and fund programs, such as the Street Smarts Program, to increase the level of public education about bicycle safety and to reduce injuries due to pedestrian or bicycle collisions   | Area-wide Actions                 | N/A   | WCCTAC Jurisdictions                | In 2016, the Board of Supervisors approved and authorized the Health Service Director, or designee, to accept Transportation Development Act Grant funds from the Metropolitan Transportation Commission for the Bicycle and Pedestrian Safety Education Project, to pay County an amount not to exceed \$40,000 for the period July 1, 2016 through June 30, 2017.  |
| 16       | Participate in planning studies for the Bay Trail extension along I-580, from Castro Street to the Richmond-San Rafael Bridge   | I-580                             | N/A   | WCCTAC Jurisdictions                | None   |
| 17       | Improve pedestrian and bicycle access through freeway interchange areas   | Freeway Routes                    | N/A   | WCCTAC Jurisdictions                | None   |
| 18       | Conduct a bicycle route feasibility study along Richmond Parkway, and work to improve the Bay Trail crossing at Wildcat Creek and close other trail gaps along the Parkway  | Richmond Parkway                  | LOS D   | Richmond, Contra Costa County       | None   |
| 19       | Plan and implement enhanced railroad crossings to reduce noise and quality-of-life impacts throughout West County; enhancements may involve implementing quiet zones, grade separations, train-traffic signal preemption systems, or other measures | N/A                               | N/A   | WCCTAC Jurisdictions                | None   |
| 20       | Complete the reconstruction of the I-80/San Pablo Dam Road interchange.   | I-80, San Pablo Dam Road          | Delay Index of 3.0 or less, HOV lane usage increased by 10% over 2013 levels, LOS E | San Pablo                           | In 2012, the Board of Supervisors approved and authorized execution of a contract with the Contra Costa Transportation Authority (CCTA) to provide right-of-way services to CCTA for the I-80/San Pablo Dam Road Interchange Project.<br><br>In 2013, the Board of Supervisors approved and authorized execution of an agreement with Caltrans, City of San Pablo and CCTA for the exercise of the power of eminent domain for the I-80/San Pablo Dam Road Interchange Project.<br><br>In 2013, the Board of Supervisors adopted Resolution of Necessity No. 2013/475 for acquisition by eminent domain of real property required for the I-80/San Pablo Dam Road Interchange Project - Phase 1. |
| 21       | Support implementation, operations and maintenance of the I-80 Integrated Corridor Mobility project   | I-80                              | Delay Index of 3.0 or less, HOV lane usage increased by 10% over 2013 levels        | WCCTAC Jurisdictions                | In 2012, the Board of Supervisors authorized the Public Works Director to execute a Memorandum of Understanding with Caltrans for the I-80 Integrated Corridor Mobility (ICM) Project.   |
| 22       | Enhance State Route 4 to a full freeway between I-80 and Cummings Skyway, including adding a connection between westbound I-80 and eastbound SR 4   | SR-4                              | Delay Index of 2.0 or less  | Contra Costa County, CCTA, Caltrans | None   |
| 23       | Implement recommendations of the State Route 4 Integrated Corridor Analysis   | SR-4                              | Delay Index of 2.0 or less  | CCTA, Caltrans                      | None   |
| 24       | Explore options to extend the truck climbing lane on Cummings Skyway, and to implement a Class II bike lane on Cummings Skyway between San Pablo Avenue and Franklin Canyon Road  | Cummings Skyway                   | LOS D   | Contra Costa County, CCTA           | None   |

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| <b>Action #</b> | <b>Relevant Proposed Action Plan Action</b>   | <b>Route(s) of Regional Significance</b> | <b>Multi-Modal Transportation Service Objective</b>                                 | <b>Affected Jurisdictions</b> | <b>Implementation Status as of December 31, 2019<br/>(Actions since last Checklist are in Italics.)</b>   |
|-----------------|---|--|---|-------------------------------|---|
| 25              | Work with WCCTAC, local jurisdictions and CCTA to seek funding to implement recommendations of the North Richmond Truck Route Study (or other mutually agreed upon implementation measures), to improve connectivity to designated truck routes, discourage non-local heavy truck traffic on local streets, and improve public health and safety in West County communities | Richmond Parkway                         | LOS D   | Contra Costa County, CCTA     | None  |
| 26              | Complete the improvements associated with the I80/Central Avenue interchange  | I-80, Central Avenue                     | Delay Index of 3.0 or less, HOV lane usage increased by 10% over 2013 levels, LOS D | Richmond, CCTA, Caltrans      | None  |
| 27              | Close gaps in the regional trail and bicycle route systems, and develop local bike route links to the Bay Trail and Richmond and Ohlone Greenways to facilitate longer-distance bicycle travel through West County and to neighboring regions   | REGION WIDE                              | N/A   | WCCTAC Jurisdictions          | <i>In July 2019 the Board of Supervisors adopted Resolution No. 2019/466 authorizing the Conservation and Development Director to execute a contract to accept grant funding in an amount not to exceed \$350,000 from the Caltrans' Sustainable Communities Planning Grant Program to produce an inventory of the County's roadway network for the purpose of identifying opportunities to build new or enhanced bikeways and sidewalks.</i> |
| 28              | Maintain pavement management systems and schedules, and continue to seek additional funding for local roadway maintenance   | REGION WIDE                              | N/A   | WCCTAC Jurisdictions          | In 2017, the Board of Supervisors adopted Resolution No. 2017/259 approving and authorizing the Public Works Director, or designee, to submit a One Bay Area Grant Cycle 2 (OBAG 2) Application to the Contra Costa Transportation Authority for federal funding under the Local Streets and Roads Preservation (LSRP) Program for the Contra Costa County Local Streets and Roads Preservation Project for \$4,327,000.                      |
| 29              | Complete a West County goods movement study, focused on ensuring efficient movement of goods while reducing impacts (environmental,   | REGION WIDE                              | N/A   | WCCTAC Jurisdictions          | None  |
| 30              | Comply with the CCTA Growth Management Program through monitoring of new development proposals and General Plan amendments, and allowing for collaboration and comment from other jurisdictions   | REGION WIDE                              | N/A   | WCCTAC Jurisdictions          | County staff routinely completes the Growth Management Checklist to comply with CCTA's Growth Management Program  |

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**WCCTAC AREA**

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|----------|--|-----------------------------------|--|---------------------------|--|
| 31       | Explore ways to increase revenue to maintain roads, transit facilities, trails, and all associated infrastructure  | REGION WIDE                       | N/A  | WCCTAC Jurisdictions      | <p><i>In May 2018, the Board of Supervisors approved the Contra Costa County Local Streets and Road Preservation Project and take related actions under the California Environmental Quality Act, and authorized the Public Works Director, or designee, to advertise the Project, Byron and Richmond areas.</i></p> <p><i>In October the Board of Supervisors approved plans for the San Pablo Dam Road Landslide and Bench Repair Project, as recommended by the Public Works Director, El Sobrante area. (</i></p> <p><i>In November 2018, the Board of Supervisors approved the Public Works Director, or designee, to execute an agreement between Contra Costa County and the City of Richmond for the construction of the Contra Costa County Local Streets and Roads Preservation Project, El Sobrante area.</i></p> |
| 32       | Investigate and support opportunities for using new technologies to reduce single-occupant vehicle travel and to use existing system capacity more efficiently; examples may include real-time ridesharing programs, online traveler information systems, smart highways, connected vehicles, and other technologies | N/A                               | N/A  | WCCTAC Jurisdictions      | None   |
| 33       | Support and implement the West County Subregional Transportation Mitigation Program, which generates funds to support specific capital improvements throughout West County   | N/A                               | N/A  | WCCTAC Jurisdictions      | <i>County staff participated in the 2019 Nexus Study Update for the WCCTAC STMP Impact Fee</i>   |
| 34       | Improve the reliability and efficiency of bus service along San Pablo Avenue   | San Pablo Avenue                  | LOS E  | WCCTAC Jurisdictions      | None   |
| 35       | Implement the recommendations of the Complete Streets plans that affect San Pablo Avenue   | San Pablo Avenue                  | LOS E  | WCCTAC Jurisdictions      | None   |
| 36       | Implement the San Pablo Avenue Complete Streets/Bay Trail project between Rodeo and Crockett   | San Pablo Avenue                  | LOS E  | Contra Costa County, CCTA | <i>In June 2018, the Board of Supervisors accepted the Feasibility Report for the San Pablo Avenue Complete Streets Study, and APPROVE and AUTHORIZE the Public Works Director, or designee, to seek funding for a potential complete streets project identified in the report, as recommended by the Public Works Director, Crockett and Rodeo area.</i>  |
| 37       | Implement the recommendations of the Appian Way Alternatives Analysis and Complete Streets Study   | Appian Way                        | LOS D  | Contra Costa County, CCTA | None   |
| 38       | Implement the recommendations of the Downtown El Sobrante Study  | Appian Way                        | LOS D  | Contra Costa County       | <i>In 2016, the Board of Supervisors approved the San Pablo Dam Road Sidewalk Gap Closure Project and related actions under the California Environmental Quality Act; and, authorized the Public Works Director, or designee, to advertise the project.</i>  |

**2018 AND 2019 MEASURE J COMPLIANCE CHECKLIST**

**WCCTAC AREA**

| <b>Action #</b> | <b>Relevant Proposed Action Plan Action</b>  | <b>Route(s) of Regional Significance</b> | <b>Multi-Modal Transportation Service Objective</b>                          | <b>Affected Jurisdictions</b>                    | <b>Implementation Status as of December 31, 2019<br/>(Actions since last Checklist are in Italics.)</b>  |
|-----------------|--|--|--|--|--|
| 39              | Complete the implementation of the Hercules Intermodal Station   | N/A                                      | N/A  | Hercules   | None   |
| 40              | Participate in studies and implement the plans related to the Lawrence Berkeley National Lab Second Campus   | N/A                                      | N/A  | WCCTAC Jurisdictions                             | None   |
| 41              | Implement the recommendations of the WCCTAC Transit Enhancements and Wayfinding Study, which identifies specific local access improvements to the West County BART stations and intermodal transfer centers  | REGION WIDE                              | N/A  | WCCTAC Jurisdictions, BART                       | None   |
| 42              | Support completion of the Wildcat Creek Trail, including the Bay Trail to Ridge Trail connector  | N/A                                      | N/A  | Richmond, El Cerrito, Contra Costa County, EBRPD | None   |
| 43              | Implement the recommended actions in the I-80 Corridor System Management Plan (CSMP)   | I-80                                     | Delay Index of 3.0 or less, HOV lane usage increased by 10% over 2013 levels | WCCTAC Jurisdictions, BART                       | None   |
| 44              | Implement the recommendations of the specific plans along 23rd Street  | 23rd Street                              | LOS D  | Richmond   | None   |
| 45              | Continue to evaluate long-term solutions to congestion around the El Cerrito del Norte BART station, with particular attention to methods that could improve local and regional transit and auto access to the station, along with improving multimodal access and circulation for transit-oriented development and businesses in the area | N/A                                      | N/A  | El Cerrito                                       | None   |
| 46              | Support broad coordination between Contra Costa and neighboring counties (including Alameda, Solano, and Marin) to reduce single-occupant vehicle travel along the I-80 corridor   | I-80                                     | Delay Index of 3.0 or less, HOV lane usage increased by 10% over 2013 levels | Contra Costa County, Alameda County              | None   |
| 47              | Enhance transportation services for mobility-impaired West County residents, through improved coordination of existing services and consideration of expanded services   | REGION WIDE                              | N/A  | WestCAT  | None   |
| 48              | Support the coordination of transit services across all areas of Contra Costa to improve connectivity and access   | REGION WIDE                              | N/A  | Transit Agencies                                 | None   |
| 49              | Support the investigation and development of innovative transportation-related technologies that could improve air quality and public health; examples include fueling/charging stations for alternative-fuel vehicles, new cleaner bus technology, software applications to facilitate ride-sharing, and many other opportunities         | REGION WIDE                              | N/A  | CCTA, Transit Agencies, BAAQMD                   | <i>In May 2019 the Board of Supervisors authorized the Public Works Director, or designee, to apply for and accept grant funds from the Bay Area Air Quality Management District (BAAQMD) Charge! Program to expand the County's supply of electric vehicle equipment, Countywide.</i> |
| 50              | Implement the Express Bus recommendations from the West County High Capacity Transit Study   | I-80, San Pablo Avenue                   | N/A  | WCCTAC Jurisdictions                             | None   |
| 51              | Implement the San Pablo/Macdonald Avenues Bus Rapid Transit recommendations from the West County High Capacity Transit Study   | San Pablo Avenue                         | LOS E  | Richmond   | None   |
| 52              | Implement the 23rd Street Bus Rapid Transit recommendations from the West County High Capacity Transit Study   | 23rd Street                              | LOS D  | Richmond   | None   |
| 53              | Implement Pinole San Pablo Avenue Bridge Replacement over BNSF Railroad – Complete Street  | REGION WIDE                              | N/A  | Pinole, BNSF                                     | None   |
| 54              | Participate in San Pablo Avenue Multimodal Corridor Project  | REGION WIDE                              | N/A  | WCCTAC Jurisdictions                             | None   |



## **Measure J GMP Compliance Checklist Attachments**

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

# **Attachment B**

**General Plan Amendments 2018 and 2019**

|             | General Plan Amendments   | Meets Growth Management Element Standards? | Meets MTSOs? | RTPC Reviewed (GPAs)? | Results of RTPC Review (GPAs) |
|-------------|---|--|--------------|-----------------------|-------------------------------|
| <b>2018</b> |   |  |              |                       |                               |
| 1.          | <b>Name: Panattoni Property GPA</b><br>Location: APN 408-170-072, 408-180-010; 500 Pittsburg Avenue, North Richmond<br>Applicant: Redus EI, LLC<br>County File #: GP14-0003<br>Description: Change Land Use Element (LUE) Map designation from Multi-Family Residential Medium-Density (MM) to Business Park to allow 482,055 square foot warehouse/distribution facility.<br>Adopted: 5/8/2018 Resolution #: 2018/160<br>Calendar Year: 2018<br>Net New Peak Hour Trips: 163 AM peak hour trips and 179 PM peak hour trips | Yes  | Yes          | Yes                   | No comments                   |
| 2.          | <b>Name: New Air Quality Policy</b><br>Location: Countywide<br>Applicant: County (DCD)<br>County File: #GP18-0004<br>Description: Amend Conservation Element text to add a policy related to air pollution from certain commercial and industrial uses.<br>Adopted: 12/4/2018 Resolution #: 2018/578<br>Calendar Year: 2018<br>Net New Peak Hour Trips: 0   | N/A  | N/A          | N/A                   | N/A                           |
| <b>2019</b> |   |  |              |                       |                               |
| 1.          | <b>Name: AYM, LLC GPA</b><br>Location: APN 125-120-017; 214 Center Avenue, Pacheco<br>Applicant: Arete, Inc.<br>County File #: GP16-0007<br>Description: Change LUE Map from Office to MM to allow 8 townhouses on a 0.49-acre site.<br>Adopted: 5/7/19 Resolution #: 2019/157<br>Calendar Year: 2019<br>Net New Peak Hour Trips: 8   | Yes  | N/A          | N/A                   | N/A                           |
| 2.          | <b>Name: Habitat for Humanity GPA</b><br>Location: APN 098-210-001; 589 Pacifica Avenue, Bay Point<br>Applicant: Habitat for Humanity<br>County File #: GP13-0001<br>Description: Change LUE Map from Single-Family Residential Medium-Density to MM to allow 29 townhouses on a 2.42-acre site.<br>Adopted: 7/9/2019 Resolution #: 2019/467  | Yes  | N/A          | N/A                   | N/A                           |

|    |   |     |     |     |     |
|----|---|-----|-----|-----|-----|
|    | Calendar Year: 2019   |     |     |     |     |
|    | Net New Peak Hour Trips: 29   |     |     |     |     |
|    |   |     |     |     |     |
| 3. | <b>Name: Rodeo Senior Housing<br/>Successor Site GPA</b>  | Yes | N/A | N/A | N/A |
|    | Location: APN 357-120-074<br>700 block of Willow Avenue, Rodeo  |     |     |     |     |
|    | Applicant: County (Housing Successor Agency)  |     |     |     |     |
|    | County File #: GP18-0007  |     |     |     |     |
|    | Description: Change LUE Map from Commercial to Multi-Family Residential Very-High Special Density to allow up to 90 multi-family units on a 0.98-acre site. |     |     |     |     |
|    | Adopted: 11/19/19 Resolution #: 2019/633  |     |     |     |     |
|    | Calendar Year: 2019   |     |     |     |     |
|    | Net New Peak Hour Trips: 90   |     |     |     |     |
|    |   |     |     |     |     |

## **Measure J GMP Compliance Checklist Attachments**

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

# Attachment C

| Please Start Here          |  |  |  |  |  |
|----------------------------|--|--|--|--|--|
| <b>General Information</b> |  | <b>Submittal Instructions</b>  |  |  |  |
| Jurisdiction Name          | Contra Costa County - Unincorporated   |  |  |  |  |
| Reporting Calendar Year    | 2018   |  |  |  |  |
| <b>Contact Information</b> |  | <p>Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:</p> <p>1. <b>Online Annual Progress Reporting System (Preferred)</b> - This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email <a href="mailto:APR@hcd.ca.gov">APR@hcd.ca.gov</a> and HCD will send you the login information for your jurisdiction. <i>Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is <a href="mailto:opr.apr@opr.ca.gov">opr.apr@opr.ca.gov</a>.</i></p> <p>2. <b>Email</b> - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at <a href="mailto:APR@hcd.ca.gov">APR@hcd.ca.gov</a> and to OPR at <a href="mailto:opr.apr@opr.ca.gov">opr.apr@opr.ca.gov</a>. Please send the Excel workbook, not a scanned or PDF copy of the tables.</p> |  |  |  |
| First Name                 | Christine  |  |  |  |  |
| Last Name                  | Louie  |  |  |  |  |
| Title                      | Senior Planner   |  |  |  |  |
| Email                      | <a href="mailto:Christine.Louie@dcd.cccounty.us">Christine.Louie@dcd.cccounty.us</a> |  |  |  |  |
| Phone                      | (925) 674-7787   |  |  |  |  |
| <b>Mailing Address</b>     |  |  |  |  |  |
| Street Address             | <u>30 Muir Road</u>  |  |  |  |  |
| City                       | Martinez   |  |  |  |  |
| Zipcode                    | 94553  |  |  |  |  |
|                            |  | v 1_29_19  |  |  |  |

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Table with header information including County - Unincorporated, Reporting Year 2018 (Jan. 1 - Dec. 31), and a note: Cells in grey contain auto-calculation formulas.

Table A

Housing Development Applications Submitted

Main table with columns: Project Identifier, Unit Types, Date Application Submitted, Proposed Units - Affordability by Household Incomes, Total Approved Units by Project, Total Disapproved Units by Project, Streamlining, and Notes. Includes a summary row at the bottom.

|  |           |  |  |              |     |  |           |  |  |  |  |  |  |   |  |   |  |   |  |    |
|--|-----------|--|--|--------------|-----|--|-----------|--|--|--|--|--|--|---|--|---|--|---|--|----|
|  | 435100032 | 5428 MARTIS CT<br>EL SOBRANTE<br>94803-3440            |  | CDSU18-00024 | ADU |  | 5/3/2018  |  |  |  |  |  |  | 1 |  | 1 |  | 1 |  | No |
|  | 366090002 | 5031 ALHAMBRA<br>VALLEY RD<br>MARTINEZ 94553-<br>9723  |  | CDSU18-00025 | ADU |  | 5/8/2018  |  |  |  |  |  |  | 1 |  | 1 |  | 1 |  | No |
|  | 431010019 | 4953 SAN PABLO<br>DAM RD EL<br>SOBRANTE 94803-<br>3225 |  | CDSU18-00026 | ADU |  | 5/10/2018 |  |  |  |  |  |  | 1 |  | 1 |  | 1 |  | No |







ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation

2020-2021

Contra Costa County - Unincorporated  
Reporting Year: 2018 (Jan. 1 - Dec 31)  
Note: \* Optional field  
Cells in gray contain auto-calculation formulas

| Reporting Year | Address                                       | City             | Status | Start Date  | End Date   | Category | Notes |
|----------------|---|------------------|--------|-------------|------------|----------|-------|
| 00847001       | 3981 LIGHTHOUSE DISCOVERY BAY CA 94505-1191   | DISCOVERY BAY    | SFD    | BR18-003669 | 08/14/2018 | 1        | N     |
| 011690022      | 609 TRADEWINDS DISCOVERY BAY CA 94514         | DISCOVERY BAY    | SFD    | BR18-007246 | 07/31/2018 | 1        | N     |
| 011690025      | 9197 TRADEWINDS DISCOVERY BAY CA 94514        | DISCOVERY BAY    | SFD    | BR18-007249 | 07/31/2018 | 1        | N     |
| 011690041      | 9128 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-009277 | 08/10/2018 | 1        | N     |
| 011690044      | 9135 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-009280 | 08/10/2018 | 1        | N     |
| 011690045      | 9121 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-008281 | 08/10/2018 | 1        | N     |
| 011690046      | 9127 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-008282 | 08/10/2018 | 1        | N     |
| 011690042      | 9120 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-009278 | 08/10/2018 | 1        | N     |
| 011690043      | 9114 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-009279 | 08/10/2018 | 1        | N     |
| 011690023      | 9095 TRADEWINDS DISCOVERY BAY CA 94514        | DISCOVERY BAY    | SFD    | BR18-007247 | 07/31/2018 | 1        | N     |
| 011690026      | 9108 TRADEWINDS DISCOVERY BAY CA 94514        | DISCOVERY BAY    | SFD    | BR18-007250 | 07/31/2018 | 1        | N     |
| 011690027      | 9102 TRADEWINDS DISCOVERY BAY CA 94514        | DISCOVERY BAY    | SFD    | BR18-007251 | 07/31/2018 | 1        | N     |
| 011690029      | 9090 TRADEWINDS DISCOVERY BAY CA 94514        | DISCOVERY BAY    | SFD    | BR18-007253 | 07/31/2018 | 1        | N     |
| 011690035      | 9182 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-009612 | 07/29/2018 | 1        | N     |
| 011690036      | 9196 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-009613 | 07/29/2018 | 1        | N     |
| 011690037      | 9190 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-008614 | 07/29/2018 | 1        | N     |
| 011690039      | 9138 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-008616 | 07/29/2018 | 1        | N     |
| 011690038      | 9144 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-008615 | 07/29/2018 | 1        | N     |
| 011690040      | 9133 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-008617 | 07/29/2018 | 1        | N     |
| 011690024      | 9101 TRADEWINDS DISCOVERY BAY CA 94514        | DISCOVERY BAY    | SFD    | BR18-007248 | 07/31/2018 | 1        | N     |
| 011690028      | 9096 TRADEWINDS DISCOVERY BAY CA 94514        | DISCOVERY BAY    | SFD    | BR18-007252 | 07/31/2018 | 1        | N     |
| 011690047      | 9139 CALYPSO DISCOVERY BAY CA 94514           | DISCOVERY BAY    | SFD    | BR18-007254 | 07/31/2018 | 1        | N     |
| 433110015      | 5977 HILLSIDE EL SOBRANTE CA 94803            | SOBRANTE         | SFD    | BR17-010789 | 04/16/2018 | 1        | N     |
| 435210017      | 4428 APPHAN EL SOBRANTE CA 94803              | SOBRANTE         | SFD    | BR17-012054 | 07/23/2018 | 1        | N     |
| 435200009      | 4083 SANTA RITA EL SOBRANTE CA 94803          | SOBRANTE         | SFD    | BR18-003423 | 11/29/2018 | 1        | N     |
| 015090063      | 3790 FISHER KNIGHTSEN CA 94549                | VALLEY LAFAYETTE | SFD    | BR17-012231 | 07/13/2018 | 1        | N     |
| 020140036      | 2590 TULE KNIGHTSEN CA 94549                  | VALLEY LAFAYETTE | SFD    | BR17-013174 | 09/25/2018 | 1        | N     |
| 186420019      | 207 SECLUSION VALLEY LAFAYETTE CA 94549       | VALLEY LAFAYETTE | SFD    | BR17-011016 | 01/30/2018 | 1        | N     |
| 186420002      | 208 SECLUSION VALLEY LAFAYETTE CA 94549       | VALLEY LAFAYETTE | SFD    | BR17-011013 | 01/18/2018 | 1        | N     |
| 186420004      | 216 SECLUSION VALLEY LAFAYETTE CA 94549       | VALLEY LAFAYETTE | SFD    | BR17-011975 | 02/12/2018 | 1        | N     |
| 186420018      | 205 SECLUSION VALLEY LAFAYETTE CA 94549       | VALLEY LAFAYETTE | SFD    | BR17-011014 | 02/27/2018 | 1        | N     |
| 186420003      | 217 SECLUSION VALLEY LAFAYETTE CA 94549       | VALLEY LAFAYETTE | SFD    | BR17-011977 | 02/12/2018 | 1        | N     |
| 186420017      | 209 SECLUSION VALLEY LAFAYETTE CA 94549       | VALLEY LAFAYETTE | SFD    | BR18-001732 | 05/09/2018 | 1        | N     |
| 189180014      | 1400 PLEASANT HILL LAFAYETTE CA 94549         | VALLEY LAFAYETTE | SFD    | BR18-003560 | 06/23/2018 | 1        | N     |
| 186420005      | 220 SECLUSION VALLEY LAFAYETTE CA 94549       | VALLEY LAFAYETTE | SFD    | BR18-004971 | 08/04/2018 | 1        | N     |
| 186420015      | 217 SECLUSION VALLEY LAFAYETTE CA 94549       | VALLEY LAFAYETTE | SFD    | BR18-004977 | 08/04/2018 | 1        | N     |
| 186420006      | 224 SECLUSION VALLEY LAFAYETTE CA 94549       | VALLEY LAFAYETTE | SFD    | BR18-004973 | 08/04/2018 | 1        | N     |
| 205030016      | 8200 COLLIER CANYON LIVERMORE VALLEY CA 94550 | VALLEY LAFAYETTE | SFD    | BR15-005018 | 08/29/2018 | 1        | N     |
| 367110002      | 7 MILLICAN MARTINEZ CA 94553                  | MARTINEZ         | SFD    | BR18-001037 | 07/20/2018 | 1        | N     |
| 367102003      | 10 BRANDYWINE MARTINEZ CA 94553               | MARTINEZ         | SFD    | BR18-006236 | 08/21/2018 | 1        | N     |
| 367140010      | 2040 ALHAMBRA VALLEY MARTINEZ CA 94553-9728   | MARTINEZ         | SFD    | BR18-007733 | 08/24/2018 | 1        | N     |
| 365020002      | 5021 ALHAMBRA VALLEY MARTINEZ CA 94553-9723   | MARTINEZ         | SFD    | BR18-003281 | 08/10/2018 | 1        | N     |
| 368030010      | 2620 FRAWLBY CANYON MARTINEZ CA 94553-9812    | MARTINEZ         | SFD    | BR18-000348 | 09/14/2018 | 1        | N     |
| 375311028      | 1502 PLAZA MARTINEZ CA 94553                  | MARTINEZ         | SFD    | BR17-013393 | 11/14/2018 | 1        | N     |
| 409281010      | 403 MARKET RICHMOND CA 94801                  | RICHMOND         | SFD    | BR17-004927 | 02/07/2018 | 1        | N     |
| 409220040      | 1836 2ND RICHMOND CA 94801-1514               | RICHMOND         | SFD    | BR17-012265 | 05/01/2018 | 1        | N     |
| 409011011      | 0 BATTERY RICHMOND CA 94801                   | RICHMOND         | SFD    | BR17-005269 | 04/19/2018 | 1        | N     |
| 418090011      | 4182 FULTON RICHMOND CA 94805                 | RICHMOND         | SFD    | BR17-007855 | 05/24/2018 | 1        | N     |
| 409042011      | 36 ALAMO RICHMOND CA 94801                    | RICHMOND         | SFD    | BR18-003696 | 06/29/2018 | 1        | N     |
| 521040010      | 1516 ELM RICHMOND CA 94805-1612               | RICHMOND         | SFD    | BR18-004830 | 10/15/2018 | 1        | N     |
| 409041015      | 51 GERTRUDE RICHMOND CA 94801                 | RICHMOND         | SFD    | BR18-005478 | 10/23/2018 | 1        | N     |
| 367090028      | 440 JARRIE TIDON RODEO CA 94872-1417          | RODEO            | SFD    | BR17-010587 | 08/11/2018 | 1        | N     |
| 205070007      | 5906 JEWNETON SAN RAMON CA 94583              | SAN RAMON        | SFD    | BR17-007722 | 06/16/2018 | 1        | N     |
| 140210018      | 21 RAW WALNUT CREEK CA 94596-4919             | RAW WALNUT CREEK | SFD    | BR17-005651 | 04/12/2018 | 1        | N     |
| 140220008      | 302 LA CASA VIA WALNUT CREEK CA 94596-4923    | RAW WALNUT CREEK | SFD    | BR18-003647 | 07/19/2018 | 1        | N     |
| 140230008      | 300 LA CASA VIA WALNUT CREEK CA 94596-4923    | RAW WALNUT CREEK | SFD    | BR18-003648 | 07/19/2018 | 1        | N     |
| 183231007      | 2011 DORIS WALNUT CREEK CA 94596-5719         | RAW WALNUT CREEK | SFD    | BR17-013363 | 10/17/2018 | 1        | N     |
| 139290008      | 747 CASTLE ROCK WALNUT CREEK CA 94596-5711    | RAW WALNUT CREEK | SFD    | BR18-004831 | 10/16/2018 | 1        | N     |
| 425110025      | 601 LA PALOMA EL SOBRANTE CA 94803            | SOBRANTE         | 2 to 4 | BR16-003118 | 05/31/2018 | 2        | N     |
| 425110028      | 600 LA PALOMA EL SOBRANTE CA 94803            | SOBRANTE         | 2 to 4 | BR16-003117 | 05/31/2018 | 2        | N     |
| 183232001      | 2480 ROUNDHILL ALAMO CA 94507-2219            | ALAMO            | ADU    | BR17-013827 | 01/7/2018  | 1        | N     |



**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

12/25/2021

| Jurisdiction |  | Reporting Year |     | 2018 |            | Jan. 1 / Dec. 31 |  | Note: * Optional field<br>Cells in gray contain auto-calculation formulas |  |
|--------------|--|----------------|-----|------|------------|------------------|--|---|--|
| 19832007     | 2465 LINADA LN<br>ALAMO 94507-2815     | CDU16-0004     | ADU | 1    | 12/1/2018  |                  |  |   |  |
| 19706029     | 333 CORNIE PL<br>ALAMO 94507-2263      | CDU16-0004     | ADU | 1    | 12/1/2018  |                  |  |   |  |
| 35417780     | 1338 FRANCIS ST<br>CROCKETT 94025      | CDU18-0073     | ADU | 1    | 12/30/2018 |                  |  |   |  |
| 12526206     | 322 3rd Ave South<br>Petaluma CA 94953 | CDU17-0076     | ADU | 1    | 2/8/2018   |                  |  |   |  |
| 35427202     | 2 Ridge Park Ct<br>Crockett CA 94025   | CDU17-0069     | ADU | 1    | 1/12/2018  |                  |  |   |  |
| 38007087     | 515 Palma Dr Martinez<br>CA 94569      | CDU17-0068     | ADU | 1    | 3/21/2018  |                  |  |   |  |
| 41906218     | 1405 Beas Ringe San<br>Pablo CA        | CDU17-0062     | ADU | 1    | 2/3/2018   |                  |  |   |  |
| 35810307     | 509 Conal Dr Redco<br>CA               | CDU17-0055     | ADU | 1    | 4/24/2018  |                  |  |   |  |
| 20418002     | 3600 Brook Dr<br>Pleasanton CA         | CDU17-0052     | ADU | 1    | 6/6/2018   |                  |  |   |  |
| 35712006     | 855 Garrison Ave<br>Rodeo CA           | CDU17-0044     | ADU | 1    | 1/11/2018  |                  |  |   |  |
| 40515208     | 1441 Rachel Rd San<br>Pablo CA         | CDU17-0043     | ADU | 1    | 1/23/2018  |                  |  |   |  |



# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202)

|                       |                                      |                    |
|-----------------------|--------------------------------------|--------------------|
| <b>Jurisdiction</b>   | Contra Costa County - Unincorporated |                    |
| <b>Reporting Year</b> | 2018                                 | (Jan. 1 - Dec. 31) |

**Table D**

### Program Implementation Status pursuant to GC Section 65583

#### Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

| 1  | 2   | 3                              | 4  |
|--|---|--------------------------------|--|
| Name of Program  | Objective   | Timeframe in H.E               | Status of Program Implementation   |
| 1. Neighborhood Preservation Program                             | Improve the quality of existing housing & neighborhoods.                                  | Ongoing                        | County-wide, there were six homes funded for rehabilitation and seven rehabilitation projects completed. Of the seven completed projects, three households were extremely low-income (30% AMI), two households were very low-income (50% AMI), and two households were low-income (80% AMI).<br><br>Of these projects, three were funded and completed within the unincorporated County with two households at 30% AMI, and one household at 50% AMI.  |
| 2. Weatherization Program  | Assist homeowners and renters with minor home repairs.                                    | Ongoing                        | 213 units have been weatherized in County cities, towns, and communities. 183 units were extremely low income (30% AMI) and 30 units were very low income (50% AMI).   |
| 3. Code Enforcement  | Maintain & improve the quality of existing housing & neighborhoods.                       | Ongoing                        | There were a total of 1209 cases opened and 1479 cases closed. Approximately 99% of all cases were residential.  |
| 4. Preservation of Affordable Housing Assisted with Public Funds | Preserve the existing stock of affordable housing.  | Ongoing                        | The County awarded \$151,000 to RNHS in CDBG funds for the rehabilitation of three single-family homes in Richmond affordable to and occupied by low-income families. The County awarded and closed financing for \$1.3 million in HOME funds for the Antioch Scattered Sites rehabilitation project in Antioch for 56 rental units across two sites. Both projects are located in the incorporated areas of the County.   |
| 5. New Construction of   | Increase the supply of affordable housing,  | Annual: Award HOME,            | There are no new projects funded during this reporting period.   |
| 6. Housing Successor to the former Redevelopment Agency          | Utilize County owned property (former redevelopment agency) to develop affordable housing | Disposition agreements by 2020 | The County worked on drafting a disposition and development agreement with a developer to develop the Orbisonia Heights project, a mixed-use project with commercial spaces and 325 residential units in Bay Point. The County reissued a request for proposal for the development of the Rodeo Town Plaza site in Rodeo, which includes a mixed-use development with townhouses and commercial spaces. Construction of the Heritage Point multi-family residential and commercial project in North Richmond began in 2018 for completion and occupancy in 2019. |
| 7. Inclusionary Housing  | Integrate affordable housing within market-rate developments.                             | Ongoing                        | An update of the inclusionary housing in-lieu fees for rental and for-sale housing was brought to the Board of Supervisors and approved in December 2018, which became effective in 2019. There were no in-lieu fees collected during this reporting period.   |
| 8. Acquisition/ Rehabilitation                                   | Improve existing housing and increase supply of affordable housing.                       | Ongoing                        | The County awarded \$151,000 to RNHS in CDBG funds for the rehabilitation of three single-family homes in Richmond affordable to and occupied by low-income families. The County awarded and closed financing for \$1.3 million in HOME funds for the Antioch Scattered Sites rehabilitation project in Antioch for 56 rental units across two sites. Both projects are located in the incorporated areas of the County.   |
| 9. Second Units  | Facilitate the development of second units.   | Ongoing                        | There were 78 second unit entitlement permits approved and 47 building permits issued  |

|  |  |  |  |
|--|--|--|--|
| 10. Affordability by Design                          | Develop affordability by design program to promote creative solutions to building design and construction. | 2017   | There is nothing to report for this reporting period.  |
| 11. New Initiatives Program                          | Develop new programs or policies to fund or incentivize affordable housing development                     | 2017   | There is nothing to report for this reporting period.  |
| 12. Special Needs Housing                            | Increase the supply of special needs housing.  | Ongoing  | There are no projects to report in this reporting period.  |
| 13. Developmental Disabled Housing                   | Increase the supply of housing available to persons with developmental disabilities                        | Ongoing  | There were no projects this reporting period in the unincorporated County.   |
| 14. Accessible Housing                               | Increase the supply of accessible housing.   | Ongoing  | The County continues to require accessible units in all new construction projects that received HOME or CDBG funding. Accessible units are included in rehabilitation projects when feasible where five percent of the units must be accessible to the physically impaired and an additional two percent of the units must be accessible to the hearing/vision impaired. (See New Construction and Affordable Housing Program) The County Building Inspection Division conducted a training for staff on accessibility and disabled access scoping provisions under the 2016 California Building Code and other applicable laws. |
| 15. Reasonable Accommodation                         | Increase the supply of special needs and accessible housing.   | Ongoing  | Through the NPP program, the County funded and completed two projects that included accessibility improvements that consisted of bathroom accessibility improvements, and the installation of an ADA compliant ramp and handrails.   |
| 16. Contra Costa Interagency Council on Homelessness | Meet the housing & supportive services needs of the homeless   | Ongoing  | This program is currently known as the Council on Homelessness. They continue to support the development of permanent supportive housing. Hearth Act funds are used for the support of existing permanent supportive housing units or placement of people into permanent supportive housing.   |
| 17. Farmworker Housing                               | Increase the supply of farmworker housing  | Annually: Include farmworker housing in CDBG, HOME NOFA (See #5 above)   | There are no projects to report in this reporting period.  |
| 18. First-Time Homebuyer Opportunities               | Provide additional homeownership opportunities.  | Ongoing  | The County provided 20 households with Mortgage Credit Certificates (MCC) throughout the county and cities with a total of \$1,525,071 in MCCs.  |
| 19. Extremely Low Income Housing                     | Promote development of housing affordable to extremely low income households.                              | Annually: Include a priority for extremely-low income housing in CDBG, HOME, HOPWA NOFA (See #5 above)   | The County continues to provide funding preferences to developers who include units that are affordable to extremely-low income households. There were a total of 186 extremely low income housing projects during this reporting period (See Neighborhood Preservation Program and Weatherization Program).   |
| 20. Sites Inventory                                  | Provide for adequate housing sites, including 'as-right development' sites for homeless facilities         | Ongoing maintenance of site inventory.   | There are no changes or updates for this reporting period.   |
| 21. Mixed-Use Developments                           | Encourage mixed-use developments.  | 2015 – 2016: Review existing ordinance and development patterns.<br>2016 – 2017: Draft outline of revised ordinance and meet with stakeholder groups<br>2017 – 2018: Determine whether or not to draft and adopt revised ordinance | The County is reviewing the existing ordinance with the General Plan update.   |
| 22. Density Bonus & Other Development Incentives     | Support affordable housing development.  | Ongoing  | Bay Point Family Apartments, a 193-unit multi-family apartment project entered into a Density Bonus Developer Agreement with the County.   |

|  |  |  |   |
|--|--|--|---|
| 23. Infill Development   | Facilitate infill development.   | Biennially: Review site inventory, adjust for planned and completed developments<br>Biennially: Review site inventory and adjust for planned and completed developments  | There is nothing to report for this reporting period.   |
| 24. Planned Unit District  | Provide flexibility in design for residential projects.  | Ongoing  | There is nothing to report for this reporting period.   |
| 25. Development Fees   | Reduce the cost of development   | Ongoing  | There are no updates to report during this period.  |
| 26. Quick Turn-around Program  | Develop program to expedite review of small projects, and conditions of approval   | 2016   | This program continues to be utilized for ensuring expedited review of infill projects and various planning applications including tree permits, variances, and design reviews.   |
| 27. Review of Zoning & Subdivision Ordinance                         | Periodically review subdivision ordinance to ensure it does not unduly constrain housing development.<br>Revise zoning code to allow emergency shelters by right, single room occupancy housing, transitional and permanent supportive housing, and agricultural worker housing. | By December 31, 2014:<br>Adopt emergency housing and single room occupancy ordinance.<br>(adopted 11/4/2014)<br><br>1st quarter 2015: Adopt Agricultural worker housing, permanent supportive, and transitional housing zoning text changes<br><br>Ongoing: period review of zoning and subdivision ordinances | The County is reviewing the existing zoning ordinance with the General Plan update.   |
| 28. Coordinated County Department Review of Development Applications | Expedite application review through a better coordinated process with other County departments.  | Ongoing  | The County continues to coordinate and work with other various County departments and agencies when processing new applications. Regular meetings between community development, building inspection, and public works are scheduled to discuss the review and processing of applications and fees.   |
| 29. Anti-Discrimination Program                                      | Promote fair housing.  | Ongoing  | The County is currently working on a County-wide Analysis of Impediments/Assessment to Fair Housing Choice report. The first round of community review, outreach, and public meetings began in the summer and fall of 2018. This report will be completed, approved, and adopted in 2019.   |
| 30. Residential Displacement Program                                 | Limit number of households being displaced or relocated because of County sponsored programs or projects.  | Ongoing  | There is nothing to report this period within the unincorporated County.  |
| 31. Residential Energy Conservation Program                          | Participate in Bay Area regional efforts to reduce energy consumption.   | 2015: Review examples of guidelines for solar retrofit<br>2016: Draft County guidelines<br>2017: Adopt guidelines  | Solar permits for roof-mounted residential PV systems are available on-line under the Application and Permit Center web page. Instructions for in-person and on-line submittal for expedited review is posted on the County's web page. The number of solar permits issued is 1,067. The County also participates in BayREN a regional energy network, which is a collaboration of the nine counties that make up the San Francisco Bay Area. This program is led by the Association of Bay Area Governments, and is an incentive and rebate program for owners and property managers for Homeowner's Associations for single-family and multi-family units for energy efficiency retrofits. There were 452 single-family home upgrades and 795 multi-family unit upgrades County-wide, with 33 single-family and 10 multi-family unit upgrades in the unincorporated County. |
|  |  |  |   |



|  |                               |                     |                  |
|--|-------------------------------|---------------------|------------------|
|  |                               |                     |                  |
| <b>Jurisdiction</b>  | Costa County - Unincorporated |                     |                  |
| <b>Reporting Year</b>  | 2018                          | (Jan. 1 - Dec. 31)  |                  |
|  |                               |                     |                  |
|  |                               |                     |                  |
| <b>Permitted Units Issued by Affordability Summary</b>   |                               |                     |                  |
|  | <b>Income Level</b>           | <b>Current Year</b> |                  |
| Very Low   | Deed Restricted               | 0                   |                  |
|  | Non-Deed Restricted           | 0                   |                  |
| Low  | Deed Restricted               | 0                   |                  |
|  | Non-Deed Restricted           | 0                   |                  |
| Moderate   | Deed Restricted               | 0                   |                  |
|  | Non-Deed Restricted           | 0                   |                  |
| Above Moderate   |                               | 100                 |                  |
| Total Units 44   |                               | <b>100</b>          |                  |
| Note: units serving extremely low-income households are included in the very low-income permitted units totals |                               |                     |                  |
|  |                               |                     |                  |
| <b>Entitlement Summary</b>   |                               |                     |                  |
| Total Housing Applications Submitted:  |                               | 64                  |                  |
| Number of Proposed Units in All Applications Received:   |                               | 77                  |                  |
| Total Housing Units Approved:  |                               | 61                  |                  |
| Total Housing Units Disapproved:   |                               | 0                   |                  |
|  |                               |                     |                  |
| <b>Use of SB 35 Streamlining Provisions</b>  |                               |                     |                  |
| Number of Applications for Streamlining  |                               | 0                   |                  |
| Number of Streamlining Applications Approved   |                               | 0                   |                  |
| Total Developments Approved with Streamlining  |                               | 0                   |                  |
| Total Units Constructed with Streamlining  |                               | 0                   |                  |
|  |                               |                     |                  |
| <b>Units Constructed - SB 35 Streamlining Permits</b>  |                               |                     |                  |
|  | <b>Income</b>                 | <b>Rental</b>       | <b>Ownership</b> |
|  |                               |                     | <b>Total</b>     |
| Very Low   | 0                             | 0                   | 0                |
| Low  | 0                             | 0                   | 0                |
| Moderate   | 0                             | 0                   | 0                |
| Above Moderate   | 0                             | 0                   | 0                |
| Total  | 0                             | 0                   | 0                |
| Cells in grey contain auto-calculation formulas  |                               |                     |                  |

# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

Jurisdiction CONTRA COSTA COUNTY

Reporting Period 01/01/2017 - 12/31/2017

Pursuant to GC 65400 local governments must provide by April 1 of each year the annual report for the previous calendar year to the legislative body, the Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD). By checking the “Final” button and clicking the “Submit” button, you have submitted the housing portion of your annual report to HCD only. Once finalized, the report will no longer be available for editing.

The report must be printed and submitted along with your general plan report directly to OPR at the address listed below:

Governor’s Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

Jurisdiction CONTRA COSTA COUNTY

Reporting Period 01/01/2017 - 12/31/2017

**Table A**

**Annual Building Activity Report Summary - New Construction**  
**Very Low-, Low-, and Mixed-Income Multifamily Projects**

| Housing Development Information                                       |                  |                               |                                    |                |                     |                              | Housing with Financial Assistance and/or Deed Restrictions |                         | Housing without Financial Assistance or Deed Restrictions |                             |   |
|---|------------------|-------------------------------|------------------------------------|----------------|---------------------|------------------------------|--|-------------------------|---|-----------------------------|---|
| 1   | 2                | 3                             | 4                                  |                |                     |                              | 5  | 5a                      | 6   | 7                           | 8   |
| Project Identifier<br>(may be APN No.,<br>project name or<br>address) | Unit<br>Category | Tenure<br>R=Renter<br>O=Owner | Affordability by Household Incomes |                |                     |                              | Total Units<br>per<br>Project                              | Est. # Infill<br>Units* | Assistance<br>Programs<br>for Each<br>Development         | Deed<br>Restricted<br>Units | Note below the number of units determined<br>to be affordable without financial or deed<br>restrictions and attach an explanation how<br>the jurisdiction determined the units were<br>affordable. Refer to instructions. |
|   |                  |                               | Very Low-<br>Income                | Low-<br>Income | Moderate-<br>Income | Above<br>Moderate-<br>Income |  |                         | See<br>Instructions                                       | See<br>Instructions         |   |
| Driftwood Estates   | SF               | Owner                         | 0                                  | 3              | 0                   | 44                           | 47   | 0                       |   | DB                          |   |
| <b>(9) Total of Moderate and Above Moderate from Table A3</b>         |                  |                               |                                    |                | 31                  | 244                          |  |                         |   |                             |   |
| (10) Total by Income Table A/A3                                       |                  |                               | 0                                  | 3              | 31                  | 244                          |  |                         |   |                             |   |
| <b>(11) Total Extremely Low-Income Units*</b>                         |                  |                               | 0                                  |                |                     |                              |  |                         |   |                             |   |

\* Note: These fields are voluntary

# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

**Jurisdiction**      CONTRA COSTA COUNTY

**Reporting Period**      01/01/2017      -      12/31/2017

**Table A2**  
**Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)**

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

| Activity Type                     | Affordability by Household Incomes |                 |            |             | (4) The Description should adequately document how each unit complies with subsection (c )(7) of Government Code Section 65583.1 |
|-----------------------------------|------------------------------------|-----------------|------------|-------------|--|
|                                   | Extremely Low-Income*              | Very Low-Income | Low-Income | TOTAL UNITS |  |
| (1) Rehabilitation Activity       | 0                                  | 0               | 0          | 0           |  |
| (2) Preservation of Units At-Risk | 0                                  | 0               | 0          | 0           |  |
| (3) Acquisition of Units          | 0                                  | 0               | 0          | 0           |  |
| (5) Total Units by Income         | 0                                  | 0               | 0          | 0           |  |

\* Note: This field is voluntary

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

Jurisdiction CONTRA COSTA COUNTY  
 Reporting Period 01/01/2017 - 12/31/2017

**Table A3**  
**Annual building Activity Report Summary for Above Moderate-Income Units**  
**(not including those units reported on Table A)**

|   | 1.<br>Single Family | 2.<br>2 - 4 Units | 3.<br>5+ Units | 4.<br>Second Unit | 5.<br>Mobile Homes | 6.<br>Total | 7.<br>Number of infill<br>units* |
|---|---------------------|-------------------|----------------|-------------------|--------------------|-------------|----------------------------------|
| No. of Units Permitted<br>for <b>Moderate</b>       | 0                   | 0                 | 0              | 28                | 3                  | 31          | 0                                |
| No. of Units Permitted<br>for <b>Above Moderate</b> | 200                 | 0                 | 0              | 0                 | 0                  | 200         | 0                                |

\* Note: This field is voluntary

# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

**Jurisdiction**      CONTRA COSTA COUNTY

**Reporting Period**    01/01/2017    -    12/31/2017

**Table B**  
**Regional Housing Needs Allocation Progress**  
**Permitted Units Issued by Affordability**

| Enter Calendar Year starting with the first year of the RHNA allocation period. See Example. |                                 |        |        |        |        |        |        |        |        |        |   | Total Units to Date (all years) | Total Remaining RHNA by Income Level |
|--|---------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---|---------------------------------|--------------------------------------|
| Income Level   | RHNA Allocation by Income Level | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 |   |                                 |                                      |
| Very Low   | Deed Restricted                 | 374    | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0 | 0                               | 374                                  |
|  | Non-Restricted                  |        | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0 |                                 |                                      |
| Low  | Deed Restricted                 | 218    | 0      | 0      | 3      | 0      | 0      | 0      | 0      | 0      | 0 | 11                              | 207                                  |
|  | Non-Restricted                  |        | 8      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0 |                                 |                                      |
| Moderate   |                                 | 243    | 65     | 28     | 31     | 0      | 0      | 0      | 0      | 0      | 0 | 124                             | 119                                  |
| Above Moderate   |                                 | 532    | 276    | 201    | 244    | 0      | 0      | 0      | 0      | 0      | - | 721                             | 0                                    |
| Total RHNA by COG.<br>Enter allocation number:   |                                 | 1367   |        |        |        |        |        |        |        |        |   |                                 |                                      |
| Total Units    ▶ ▶ ▶   |                                 |        | 349    | 229    | 278    | 0      | 0      | 0      | 0      | 0      | 0 | 856                             |                                      |
| Remaining Need for RHNA Period    ▶ ▶ ▶ ▶ ▶  |                                 |        |        |        |        |        |        |        |        |        |   |                                 | 700                                  |

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

**Jurisdiction**      CONTRA COSTA COUNTY

**Reporting Period**      01/01/2017      -      12/31/2017

**Table C**

**Program Implementation Status**

| Program Description<br>(By Housing Element Program Names)        | <b>Housing Programs Progress Report - Government Code Section 65583.</b><br>Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.       |   |  |
|--|--|---|--|
| <b>Name of Program</b>   | <b>Objective</b>   | <b>Timeframe<br/>in H.E.</b>                                    | <b>Status of Program Implementation</b>  |
| Review of Zoning & Subdivision Ordinance                         | Periodically review subdivision ordinance to ensure it does not unduly constrain housing development.<br>Revise zoning code to allow emergency shelters by right, single room occupancy housing, transitional and permanent supportive housing, and agricultural worker housing. | Ongoing   | The agricultural worker housing, permanent supportive housing, and transitional housing zoning ordinances were adopted on September 19, 2017.  |
| Coordinated County Department Review of Development Applications | Expedite application review through a better coordinated process with other County departments   | Ongoing   | The County strives to coordinate and reach-out to other County departments and agencies when processing new applications.  |
| Anti-Discrimination Program                                      | Promote fair housing.  | Complete update to the AI after promulgation of new regulations | The Analysis of Impediments to Fair Housing (AI) was adopted by the Board of Supervisors on May 25, 2010. An update to the AI was completed April 12, 2017. The County is currently working on a County-wide Assessment of Fair Housing report and has entered into contract with a consultant to prepare this document. |
|  |  |   |  |

|   |   |   |  |
|---|---|---|--|
| Residential Displacement Program                              | Limit number of households being displaced or relocated because of County sponsored programs or projects. | Ongoing   | There are no updates to report this period within the unincorporated County.   |
| Residential Energy Conservation Program                       | Participate in Bay Area regional efforts to reduce energy consumption.                                    | Ongoing   | Solar permits for roof-mounted residential PV systems are available on-line under the Application and Permit Center web page. Instructions for in-person and on-line submittal for expedited review is posted on the County's web page. The number of solar permits issued is 1,515. The County also participates in BayREN a regional energy network, which is a collaboration of the nine counties that make up the San Francisco Bay Area. This program is led by the Association of Bay Area Governments, and is an incentive and rebate program for owners and property managers for Homeowner's Associations for single-family and multi-family units for energy efficiency retrofits. There were 482 upgrades County-wide, with 27 upgrades in the unincorporated County. |
| Neighborhood Preservation Program                             | Improve the quality of existing housing & neighborhoods.  | Ongoing   | There were seven homes within the unincorporated county that were rehabilitated. Of those seven projects, two households were extremely low income (30% AMI), one household was very low-income (50% AMI), and two households were low-income (80% AMI).   |
| Weatherization Program  | Assist homeowners and renters with minor home repairs.  | Ongoing   | 348 units have been weatherized in County cities, towns, and communities. 273 units were extremely low income and 75 units were very low income.   |
| Code Enforcement  | Maintain & improve the quality of existing housing & neighborhoods.                                       | Ongoing   | There were a total of 838 cases opened and 738 cases closed. Approximately 99% of all cases were residential.  |
| Preservation of Affordable Housing Assisted with Public Funds | Preserve the existing stock of affordable housing.  | Ongoing   | The County awarded \$280,000 to RNHS in CDBG funds for a scattered sites rehabilitation of three single-family rental homes in Richmond. The County also closed financing and issued \$19,500,000 in tax-exempt bonds on rehabilitation projects, which includes Elaine Null a 14-unit apartment in Bay Point, Camara Circle a 52-unit apartment in Concord, and Riley Court a 48-unit apartment in Concord. The County previously allocated HOME and CDBG funds to Elaine Null and Riley Court. In addition, there were two rehabilitation projects where the County provided CDBG and HOME funds in a prior year completed construction. This includes Virginia Lane, a 91-unit project in Concord and East Bluff, a 144-unit project in Pinole.                               |
| New Construction of Affordable Housing                        | Increase the supply of affordable housing, including units affordable to extremely low income households. | Annual: Award HOME, CDBG, and HOPWA funds to experienced housing developers | The County awarded CDBG and HOME funds for various projects within the County and cities. The County provided \$2,750,000 in CDBG funding and \$15,790,000 in tax-exempt bonds to Heritage Point, a 42-unit rental project in North Richmond. The County previously allocated CDBG and Former Redevelopment Area funds to this project. Additionally, the County issued \$21,000,000 tax-exempt bonds to Hana Gardens a 63-unit senior rental project in El Cerrito, which was previously funded with HOME and CDBG. The County also awarded \$1,000,000 in CDBG funds, \$1,200,000 in HOME funds to St.   |



|  |  |   |  |
|--|--|---|--|
|  |  | (fun  | Paul's Commons a 45-unit rental project in Walnut Creek. In addition, the County awarded \$100,000 in CDBG funds for Aging in Place, an 82-unit senior project in Pleasant Hill and \$110,000,000 in tax-exempt bonds for 21 and 23 Nevin a 271-unit apartment in Richmond.                            |
| Housing Successor to the former Redevelopment Agency | Utilize County owned property (former redevelopment agency) to develop affordable housing                  | Disposition agreements by 2020  | The Rodeo Senior Housing Extension project in Rodeo is under an Exclusive Negotiating Agreement, which was approved in January 2017. The County also entered into an Exclusive Negotiating Agreement with a developer for a 325-unit multi-family housing development, Orbisonia Heights in Bay Point. |
| Inclusionary Housing                                 | Integrate affordable housing within market-rate developments.  | Ongoing   | There were no in-lieu fees collected during this reporting period.   |
| Acquisition/ Rehabilitation                          | Improve existing housing and increase supply of affordable housing.  | Ongoing   | The County awarded \$625,000 in HOME funds for the rehabilitation of the Elaine Null Apartments an existing 14-unit rental development in Bay Point.   |
| Second Units   | Facilitate the development of second units.  | Ongoing   | There were 28 building permits issued for second units.  |
| Affordability by Design                              | Develop affordability by design program to promote creative solutions to building design and construction. | 2017  | There is nothing to report for this reporting period.  |
| New Initiatives Program                              | Develop new programs or policies to fund or incentivize affordable housing development                     | 2017  | The County updated the Accessory Dwelling Unit Ordinance to streamline internal conversions.   |
| Special Needs Housing                                | Increase the supply of special needs housing.  | Annually:<br>Include a priority for special needs housing in CDBG, HOME, HOPWA NOFA | There were no projects in this reporting period within the unincorporated County.  |
| Developmental Disabled Housing                       | Increase the supply of housing available to persons with developmental disabilities                        | Annually:<br>Include a priority for special needs housing in CDBG, HOME, HOPWA NOFA | There were no projects this reporting period in the unincorporated County.   |

|  |  |   |  |
|--|--|---|--|
| Accessible Housing                               | Increase the supply of accessible housing.   | Ongoing   | The County continues to require accessible units in all new construction projects that received HOME or CDBG funding. Accessible units are included in rehabilitation projects when feasible where five percent of the units must be accessible to the physically impaired and an additional two percent of the units must be accessible to the hearing/vision impaired. (See New Construction and Affordable Housing Program) |
| Reasonable Accommodation                         | Increase the supply of special needs and accessible housing.                                       | Ongoing   | Through the NPP program, the County assisted in the funding of 2 projects that included accessibility improvements for accessible bathroom renovations.  |
| Contra Costa Interagency Council on Homelessness | Meet the housing & supportive services needs of the homeless                                       | Ongoing   | This program is currently known as the Council on Homelessness. They continue to support the development of permanent supportive housing. Health Act funds are used for the support of existing permanent supportive housing units or placement of people into permanent supportive housing.   |
| Farmworker Housing                               | Increase the supply of farmworker housing  | Annually:<br>Include farmworker housing in CDBG, HOME NOFA (See #5 above)           | There were none built this reporting period. The County's Farmworker Housing Ordinance was adopted in September 2017.  |
| First-Time Homebuyer Opportunities               | Provide additional homeownership opportunities.  | Ongoing   | The County provided 24 households with Mortgage Credit Certificate Program (MCC) funds throughout the county and cities with a total of \$1,890,150 in MCC funds.  |
| Extremely Low Income Housing                     | Promote development of housing affordable to extremely low income households.                      | Annually:<br>Include a priority for extremely-low income housing in CDBG, HOME, HOP | The County continues to provide funding preferences to developers who include units that are affordable to extremely-low income households. There were a total of 275 extremely low income housing projects during this reporting period (See Neighborhood Preservation Program and Weatherization Program).   |
| Sites Inventory                                  | Provide for adequate housing sites, including 'as-right development' sites for homeless facilities | Ongoing maintenance of site inventory.  | There are no changes or updates for this reporting period.   |
| Mixed-Use Developments                           | Encourage mixed-use developments.  | 2016/2017:<br>Draft outline of revised ordinance and meet with                      | The Saranap Village project in the Saranap community was granted planning entitlements for retail with 70 for-sale condominiums, 6 for-sale townhomes, and 122 rental apartment units.   |

|  |  | stakeholder groups  |   |
|--|--|---|---|
| Density Bonus & Other Development Incentives | Support affordable housing development.  | Ongoing   | The Bay Point Family Apartments project in Bay Point was granted planning entitlements for a 193-unit apartment building, which included a density bonus.   |
| Infill Development                           | Facilitate infill development.   | Biennially:<br>Review site inventory and adjust for planned and completed developme | The County continues to use the Small Lot Review process to assist applicants in developing infill single-family residences on substandard-size lots and streamline the administrative review process for infill housing in the former redevelopment areas. |
| Planned Unit District                        | Provide flexibility in design for residential projects.                          | Ongoing   | The County began drafting a revised ordinance to remove the minimum lot size requirements for Planned-Unit Development projects.  |
| Development Fees                             | Reduce the cost of development   | Ongoing   | There are no updates to report during this period.  |
| Quick Turn-around Program                    | Develop program to expedite review of small projects, and conditions of approval | 2017  | This program continues to be utilized for ensuring expedited review of infill projects and various planning applications including tree permits, variances, and design reviews.   |

# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

**Jurisdiction**            CONTRA COSTA COUNTY

**Reporting Period**    01/01/2017       -    12/31/2017

### **General Comments:**

In addition to supporting important affordable housing developments in the unincorporated County, such as the 48 unit Heritage Point apartments in North Richmond and the 193 unit Bay Point Family apartments in Bay Point, the County is an active junior lender and issuer of multi-family mortgage revenue bonds (MF MRB) for developments in Contra Costa cities.

The County loans Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), and Housing Opportunities for Persons with HIV/AIDS (HOPWA) funds to affordable housing developers. These funds support both preservation of existing affordable housing and new construction.

Over the past year, the County awarded \$3.3 million in CDBG and HOME funds to development in Antioch, Pleasant Hill, Pittsburg, Richmond, and Walnut Creek; and issued \$167 million in MF MRB to support developments in Concord, El Cerrito, Pinole, Richmond, and Walnut Creek.

See Table C for additional information.

## **Measure J GMP Compliance Checklist Attachments**

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

# Attachment D

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 07/12/2016 by the following vote:

|                 |                                       |                          |
|-----------------|---------------------------------------|--------------------------|
|                 |                                       | <b>Candace Andersen</b>  |
| <b>AYE:</b>     | <input checked="" type="checkbox"/> 4 | <b>Mary N. Piepho</b>    |
|                 |                                       | <b>Karen Mitchoff</b>    |
|                 |                                       | <b>Federal D. Glover</b> |
| <b>NO:</b>      | <input type="checkbox"/>              |                          |
| <b>ABSENT:</b>  | <input checked="" type="checkbox"/> 1 | <b>John Gioia</b>        |
| <b>ABSTAIN:</b> | <input type="checkbox"/>              |                          |
| <b>RECUSE:</b>  | <input type="checkbox"/>              |                          |



**Resolution No. 2016/374**

**Resolution of the Contra Costa County Board of Supervisors supporting the adoption of a Complete Streets Policy, and stating that the next substantial revision of Contra Costa County General Plan Transportation and Circulation Element shall incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358)**

WHEREAS, the term "Complete Streets" describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, students, and families;

WHEREAS, Contra Costa County acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation;

WHEREAS, Contra Costa County recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings, public health, mobility diversification, and environmental sustainability;

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (also known as AB 1358), which requires that when cities or counties revise general plans, they identify how they will provide for the mobility needs of all users of the roadways, as well as through Deputy Directive 64, in which the California Department of Transportation explained that it "views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system";

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy, and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking;

WHEREAS, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to further the health, safety, welfare, economic vitality, and environmental wellbeing of their communities;

WHEREAS, the Contra Costa County General Plan establishes the Complete Streets philosophy by way of the April 2008 Complete Streets Amendments which accomplishes the following:

- Specifies that 'all users' includes pedestrians, bicyclists, transit vehicles and users, and motorists, of all ages and abilities.
- Aims to create a comprehensive, integrated, connected network.
- Recognizes the need for flexibility: that all streets are different and user needs will be balanced.
- Is adoptable by all agencies to cover all roads.
- Applies to both new and retrofit projects, including design, planning, maintenance, and operations, for the entire right of way.
- Makes any exceptions specific and sets a clear procedure that requires high-level approval of exceptions.
- Directs the use of the latest and best design standards.
- Directs that complete streets solutions fit in with context of the community.

- Establishes performance standards with measurable outcomes.

WHEREAS, Contra Costa County therefore, in light of the foregoing benefits and considerations, wishes to further improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving flexibility, recognizing community context, and using the latest and best design guidelines and standards;

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

1. That Contra Costa County adopts the Complete Streets Policy attached hereto as Exhibit B, and made part of this Resolution, and that said exhibit is hereby approved and adopted.
2. That the next substantial revision of the Contra Costa County General Plan Transportation and Circulation Element shall incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Complete Streets Policy adopted by this resolution.

I hereby certify that this 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: John Cunningham, 674-7833

ATTESTED: July 12, 2016

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

By: Stacey M. Boyd, Deputy



cc: Steve Kowalewski, Mary Halle, Will Nelson, Maureen Toms

This Complete Streets Policy was adopted by Resolution No. 2016/374 by the Board of Supervisors of Contra Costa County on July 12, 2016.

## COMPLETE STREETS POLICY OF CONTRA COSTA COUNTY

### A. Complete Streets Principles

1. **Complete Streets Serving All Users.** Contra Costa County expresses its commitment to creating and maintaining Complete Streets that provide safe, comfortable, and convenient travel along and across rights-of-way (including streets, roads, highways, bridges, paths, and other portions of the transportation system) through a comprehensive, integrated transportation network that serves all categories of users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, students and families.

2. **Context Sensitivity.** In planning and implementing street projects, departments and agencies of Contra Costa County shall maintain sensitivity to local conditions in both residential and business districts as well as urban, suburban, and rural areas, and shall work with residents, merchants, school representatives, and other stakeholders to ensure that a strong sense of place ensues. Improvements that will be considered include sidewalks, shared use paths, separated bikeways/cycle tracks, bicycle lanes, bicycle routes, paved shoulders, street trees and landscaping, planting strips, accessible curb ramps, crosswalks, refuge islands, pedestrian signals, signs, street furniture, bicycle parking facilities, public transportation stops and facilities, transit priority signalization, traffic calming circles, transit bulb outs, road diets and other features assisting in the provision of safe travel for all users and those features and concepts identified in the Contra Costa County Complete Streets General Plan Amendment of April 2008.

3. **Complete Streets Routinely Addressed by All Departments.** All departments and agencies of Contra Costa County shall work towards making Complete Streets practices a routine part of everyday operations, approach every relevant project, program, and practice as an opportunity to improve streets and the transportation network for all categories of users/modes, and work in coordination with other departments, agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation. Example activities include, but are not necessarily limited to the following: pavement resurfacing, restriping, accessing above and underground utilities, signalization operations or modifications, maintenance of landscaping/related features, and shall exclude minor (catch basin cleaning, sign replacement, pothole repair, etc.) maintenance and emergency repairs.

4. **All Projects and Phases.** Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way for each category of users shall be incorporated into all planning, funding, design, approval, and implementation processes for any construction, reconstruction, retrofit, maintenance, operations, alteration, or repair of streets (including streets, roads, highways, bridges, and other portions of the transportation system), except that specific infrastructure for a given category of users may be excluded if an exemption is approved via the process set forth in section C.1 of this policy.

### B. Implementation

1. **Plan Consultation and Consistency.** Maintenance, planning, and design of projects affecting the transportation system shall be consistent with the Contra Costa County General Plan, as well as other applicable bicycle, pedestrian, transit, multimodal, best practices, and other relevant documents. Where such consistency cannot be achieved without negative consequences, consistency shall not be required if the head of the relevant departments, or designees, provides written approval explaining the basis of such deviation.

2. **Street Network/Connectivity.** As feasible, and as opportunities arise, Contra Costa County shall incorporate Complete Streets infrastructure into existing streets to improve the safety and convenience of users, with the particular goal of creating a connected network of facilities accommodating each category of users, increasing connectivity across jurisdictional boundaries, and for accommodating existing and anticipated future areas of travel origination or destination. A well connected network should include non-motorized connectivity to schools, parks,



commercial areas, civic destinations and regional non-motorized networks on both publically owned roads/land and private developments (or redevelopment areas).

**3. Countywide Bicycle Advisory Committee (CBAC) Consultation.** The CBAC may review the design principles used by staff to accommodate motor vehicle, bicycle, pedestrian, and transit modes of travel when reviewing projects. The CBAC will be engaged early in the planning and design stage to provide an opportunity for comments and recommendations regarding Complete Street features of major public transportation projects.

**4. Evaluation.** The County will establish a means to collect data and evaluate the implementation of complete streets policies. For example tracking the number of miles of paths, bike lanes and sidewalks, numbers of street crossings, signage etc.

### **C. Exceptions**

**1. Required Findings and Leadership Approval for Exemptions.** Plans or projects that seek exemptions from incorporating Complete Streets design principles must provide a written explanation of why accommodations for all modes were not included in the project. An exemption may be granted by the Director of Public Works or Director of Conservation and Development upon finding that inclusion of Complete Streets design principles are not possible or appropriate under one or more of the following circumstances: 1) bicycles or pedestrians are not permitted on the subject transportation facility pursuant to state or local laws; 2) inclusion of Complete Streets design principles would result in a disproportionate cost to the project; 3) there is a documented absence of current and future need and demand for Complete Streets design elements on the subject roadway; and, 4) one or more significant adverse effects would outweigh the positive effects of implementing Complete Streets design elements. Plans or projects that are granted exceptions must be made available for public review.

## 5. Transportation and Circulation Element

- o Streets should be designed, maintained according to the “Complete Streets” philosophy, which accomplishes the following:
  - Specifies that ‘all users’ includes pedestrians, bicyclists, transit vehicles and users, and motorists, of all ages and abilities.
  - Aims to create a comprehensive, integrated, connected network.
  - Recognizes the need for flexibility: that all streets are different and user needs will be balanced.
  - Is adoptable by all agencies to cover all roads.
  - Applies to both new and retrofit projects, including design, planning, maintenance, and operations, for the entire right of way.
  - Makes any exceptions specific and sets a clear procedure that requires high-level approval of exceptions.
  - Directs the use of the latest and best design standards.
  - Directs that complete streets solutions fit in with context of the community.
  - Establishes performance standards with measurable outcomes.
- o Some of the specific approaches proposed in this Element for both near-term and longer-term solutions include the following:
  - Place limits on the capacity of streets and highways which enter the County (near-term).
  - Improve the reliability and convenience of inter and intra-County transit service (longer-term).
  - Close gaps in pedestrian, bicycle, and transit networks. Work towards a continuous, safe, and reliable network of alternatives to automobiles that covers local and regional attractions (long term).
  - Expand roadways and plan for new roadways where feasible and appropriate (longer-term).
  - Accept congestion as an inevitable traffic condition for single occupancy automobiles during rush hours (near-term).
  - Improve the design of new development to provide alternative routes for circulation on the roadway system (near- and longer-term).
  - Improve the design of new development to provide convenient use of alternative forms of transportation (near- and longer-term).
  - Encourage ride sharing and staggered work hour programs (near-term).
  - Construct HOV lanes and on-ramp metering lights along commute corridors (near-term).
  - Support new development that provides for a mix of land uses which complement each other, encourage shared parking, and reduce vehicle miles traveled (near- and longer-term).
  - Establish Pedestrian Districts in selected locations using the MTC Pedestrian District Study as a guideline (longer-term).

### 5.6 ROADWAYS AND TRANSIT

#### INTRODUCTION

The need for roadway and transit facilities is most directly tied to the land use patterns set forth in the Land Use Element. As described above, buildout of the land use plan through the year 2020, together with anticipated growth outside of the County, would place excessive demands on the existing circulation infrastructure in the County. The goals, policies and implementation measures set forth in this section, together with those in the Growth Management Element, are intended to address the future circulation needs of Contra Costa County.

## 5. Transportation and Circulation Element

reactions. TDM measures usually: 1) involve lower capital costs; 2) provide incentives designed to modify travel demand; 3) are implemented by local government or the private sector, and 4) give all travel modes equal consideration in providing access to development.

The County currently promotes TDM strategies in unincorporated areas through certain County ordinances. The County should continue to monitor the effectiveness of its zoning and subdivision ordinances to ensure that new development provides multimodal access and does not solely rely on the automobile. To this end, if a new development has enough traffic generated to warrant a new transit stop (according to the appropriate transit jurisdiction), then such a development will extend the transit service area, which is shown in the County's Transit Network Plan. Additional efforts to investigate in the future include: 1) establishment of maximum parking ratios and relaxing of minimum requirements; 2) shifting long-term parking in commercial areas to short-term use; 3) zoning regulations that encourage more pedestrian/transit friendly development.

### 5.8 PEDESTRIAN FACILITIES AND BIKEWAYS

Pedestrian and bicycle transportation are a viable mode of commuter transportation in the urban areas on either side of the Berkeley Hills and throughout eastern Contra Costa County due to favorable topography and weather.

The County promotes the use of the Complete Streets philosophy to further advance the goals of this plan. Complete streets are streets safe for all users at all times throughout the County.

The County supports pedestrians and bicyclists by implementing the Routine Accommodation policy statement developed by the United States Department of Transportation, the California Department of Transportation and the Metropolitan Transportation Commission to ensure that the needs of walkers and bicyclists are integrated into Transportation Infrastructure. Considering, and making accommodation for bicycle and pedestrian mobility and safety in the planning and designing of new or improved transportation facilities can benefit all modes of travel.

Pedestrian facilities are becoming increasingly important to address the various needs of County residents living in urban and rural settings as our community continues to develop and change. We are all pedestrians at one time, walking to the post office, using a wheelchair from a transit station to work, traveling from your car to a retail shopping center. Pedestrian facilities also encourage walking for better health. Additionally, lower income residents of Contra Costa County are over seven times more likely to walk as a primary commute mode than the general population. A well designed and well maintained system of pedestrian facilities provides safe, convenient and accessible access for residents.

Sidewalks shall be designed so they are wide enough to accommodate the potential pedestrian volume. Surfaces should be kept as level as possible. Intersections shall have well designed curb ramps on all corners and crosswalks, where provided, should be well marked and visible. Traffic signal phasing shall allow adequate time for pedestrians to cross as well as have accommodations for disabled users with impairments. Lighting shall be provided where needed for visibility and safety. The network of pedestrian facilities must provide convenient access to destinations that attract pedestrian travel, such as schools, parks, transit, neighborhood shopping, post offices and other public facilities.

Development of a comprehensive bikeway system will provide further incentive to commute by bike. The comprehensive bikeway system is the interconnected system of safe bike paths, bike lanes, and bike routes that satisfy the travel needs of most

## 5. Transportation and Circulation Element

cyclists in the county. Many existing bikeways are of a recreational design which also serve as pedestrian trails and located off-street. These facilities should be supplemented by more off-street paths and more on-street commuter bikeways that provide direct access to commercial uses. A comprehensive bikeway system is depicted in a fold-out map in the back of the General Plan entitled "Bikeway Facilities Network".

"Bikeway" means all facilities that are provided primarily for bicycle travel. The following categories of bikeways are defined in the California Streets and Highway Code.

- o Class I Bikeway (Bike Path or Bike Trail): Provides a completely separated right-of-way designated for the exclusive use of bicycles and pedestrians with crossflows by motorists minimized.
- o Class II Bikeway (Bike Lane): Provides a restricted right-of-way designated for the exclusive use or semi-exclusive use of bicycles with through travel by motor vehicles or pedestrians prohibited, but with vehicle parking and crossflows by pedestrians and motorists permitted.
- o Class III Bikeway (Bike Route): Provides a right-of-way designated by signs or permanent markings and shared with pedestrians or motorists.

In March of 2002 the Contra Costa Transportation Authority launched a comprehensive effort to work with local jurisdictions, agencies and special interest groups to produce the Contra Costa Countywide Bicycle and Pedestrian Plan. The outcome of this effort produced a comprehensive plan that was adopted by many City Councils and the Board of Supervisors. Relevant sections of the plan have been incorporated into this General Plan.

The following are the pedestrian facilities and bikeways goals, policies and implementation measures:

### **5-L. Expand, improve and maintain facilities for walking and bicycling.**

5-36. Describe a system of bicycle facilities and key attractors of bicycle and pedestrian traffic so that all travelers, including people with disabilities, can travel safely and independently.

5-ai. Design a growing comprehensive and safe bicycle network using a mix of existing local roads, collectors and bikeways which prioritizes bicycle movement from residences to key attractors while minimizing automobile presence on the network. Coordinate with cities, transit agencies, community groups and public utilities.

5-aj. Where possible, roads selected for the comprehensive bikeway system should be 35 mph or less.

5-ak. Provide safe and convenient pedestrian and bike ways in the vicinity of schools and other public facilities and in commercial areas and provide convenient access to bus routes.

5-al. Ensure that pedestrian connectivity is preserved or enhanced in new developments by providing short, direct pedestrian connections between land uses and to building entrances.

5-am. Construct the bikeways shown in the Bikeway Network map and incorporate the needs of bicyclists in roadway construction and maintenance projects and normal safety and operational improvements.

5-an. Promote planning and coordination of pedestrian and bicycle facilities among cities, transit agencies and public utilities.

## **5. Transportation and Circulation Element**

- 5-ao. Provide secure bicycle parking facilities at appropriate locations, such as transit stations, as well as improved access to transit systems.
- 5-37. Identify gaps in the bicycle network and needed improvements to pedestrian districts and key activity centers and define priorities for eliminating these gaps and making needed improvements. Facilities shall be designed to the best currently available standards and guidelines.
- 5-ap. Pedestrian Districts should be created in areas of mixed or dense land use and intense or potentially intense pedestrian activity.
- 5-aq. Landscaping and trees should be used to enhance pedestrian facilities and should be selected to minimize future maintenance and safety issues.
- 5-ar. Streetscape improvements should be included in the design of high usage pedestrian facilities to encourage pedestrian activity. This would include improvements such as benches, public art, drinking fountains and pedestrian-scale lighting fixtures.
- 5-as. Provide sidewalks with a clear path wide enough to accommodate anticipated pedestrian use and wheelchairs, baby strollers or similar devices. This area clear zone must be free of street furniture, signposts, utility poles or any other obstruction.
- 5-at. Traffic calming measures should be designed so they improve pedestrian and bicycle movement in residential neighborhoods and commercial districts as well as strategic corridors between them that help form the comprehensive bicycle network.
- 5-38. Encourage adequate long term and routine maintenance of bikeway and walkway network facilities, including regular sweeping of bikeways and shared use pathways, utilizing private and/or local community resources when feasible.
- 5-au. Provide ways for the general public to report problems.
- 5-av. Include the cost of major maintenance needs of bicycle and pedestrian facilities when calculating the maintenance needs of streets and roadways.

### **5-M Improve safety for pedestrians and bicyclists.**

- 5-39. Reduce conflicts among motorists, pedestrians and bicyclists.
- 5-aw. Use curb extensions and pedestrian islands and other strategies to reduce pedestrian crossing distances.
- 5-ax. Use traffic control devices such as signs, signals or lights to warn motorists that pedestrians or bicyclists are in the roadway.
- 5-ay. Provide buffers between roads and sidewalks utilizing planter strips or buffer zones that provide streetscape improvements.
- 5-az. Provide buffers between train tracks and non-motorized facilities when necessary, utilizing distance, barriers, or grade separation.
- 5-ba. Ensure that users of non-motorized facilities are channeled to legal crossings of train tracks, which are use appropriate traffic control devices and are adequately inspected and maintained.
- 5-40. Provide information to improve safety for pedestrians and bicyclists.
- 5-bb. Support development of a countywide collision data analysis program that will generate collision rates useful for planning purposes.

## 5. Transportation and Circulation Element

5-bc. Support the development and implementation of programs to educate drivers, bicyclists, and pedestrians as to their rights and responsibilities,

### 5-N Encourage more people to walk and bicycle.

- 5-41. Work with local and regional agencies to develop useful and cost effective programs to encourage more people to walk and bicycle.
- 5-42. Support programs such as "safe routes to school maps and "bike trains" or "walking school buses" for elementary students that would encourage more students to walk or bicycle to school.
- 5-43. Encourage the use of bicycle and pedestrian facilities to promote healthy transportation choices.
- 5-44. Encourage the use of wayfinding and signage to help direct pedestrians and bicyclists to desirable destinations.

### 5-O Plan for the needs of bicyclists and pedestrians.

- 5-45. Accommodate and encourage other agencies to accommodate the needs for mobility, accessibility and safety of bicyclists and pedestrians when planning, designing and developing transportation improvements.

5-bd. Review capital improvement projects to make sure that needs of non-motorized travelers (including pedestrians, bicyclist and persons with disabilities) are considered in programming, planning, maintenance, construction operations and project development activities and products.

5-be. Incorporate sidewalks, bike paths, bike lanes, crosswalks, pedestrian cut-throughs, or other bicycle pedestrian improvements into new projects.

5-bf. Where economically feasible provide safe and convenient alternatives when bicycle or pedestrians facilities are removed.

5-bg. Accommodate cyclists and pedestrians during construction of transportation improvements and other development projects.

- 5-46. Support the incorporation of bicycle and pedestrian facilities into other capital improvements projects, where appropriate, to expand bicycle-pedestrian facilities, harmonize the needs of all travel modes, and achieve economies of scale.

## 5.9 SCENIC ROUTES

### INTRODUCTION

This scenic routes plan is intended to add considerations of roadway road corridor appearances and aesthetics to the scope of the County General Plan. This plan has two basic purposes: it enables the County to request that the State designate state routes to the State highways program, while at the same time providing a local scenic route implementation program.

Such a plan provides recognition of the perception we have of our surroundings while traveling through the County. Presently Contra Costa County has numerous roadways that pass through areas affording pleasurable views. The number of such roadways where scenic quality exists will diminish, however, unless protected. Their character is changed through improvements to them or when land adjacent to them is developed.

This plan identifies a Countywide scenic route system and ensure that new projects approved along a scenic route are reviewed to maintain their scenic potential. Most scenic routes depend on natural landscape qualities for their aesthetics and many formally designated scenic routes

## **Measure J GMP Compliance Checklist Attachments**

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

# Attachment E

## 4. GROWTH MANAGEMENT ELEMENT

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## **4. GROWTH MANAGEMENT PROGRAM**

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### **4.1 INTRODUCTION**

The purpose of this Element is to establish policies and standards for traffic levels of service and performance standards for fire, police, parks, sanitary facilities, water and flood control to ensure generally that public facilities consistent with adopted standards are provided. By including this Element in the adoption of the General Plan, the County intends to establish a long range program which will match the demand for public facilities to serve new development with plans, capital improvement programs and development impact mitigation programs. The intent is to ensure that growth takes place in a manner that will ensure protection of the health, safety and welfare of both existing and future residents of Contra Costa County.

The responsible management of growth in the County is key to preserving the quality of life for current and future County residents.

This Growth Management Element is the culmination of a process which was created by the Mayors' Conference and the County Board of Supervisors. The Contra Costa Transportation Partnership Commission was established as a Transportation Authority under State law (PUC Section 180000) to provide a forum for transportation issues in the County and to propose ways to manage traffic congestion. By approving Measure C - 1988, the voters established the Transportation Authority, added one-half cent to the County sales tax for the next 20 years to be used for transportation funding, and gave the Transportation Authority the charge to implement a Growth Management Program. That program requires the County and each city to develop a Growth Management Element as part of its General Plan in order to be eligible to receive local street maintenance and improvement funds generated by Measure C-1988.

This Growth Management Element complies with the model element developed by the Transportation Authority and includes the sections required by Measure C - 1988 to be part of this Growth Management Element. These sections (1) adopt traffic levels of service standards (LOS) keyed to types of land use, and (2) adopt performance standards maintained through capital projects for fire, police, parks, sanitary facilities, water and flood control. The Transportation Authority recognizes that facilities standards, as are discussed in this Element, establish performance standards to be applied in the County's development review process.

In addition to adopting this Growth Management Element as part of the General Plan under Measure C - 1988, the voters of the County, in Measure C - 1990, reaffirmed that growth management should be an integral part of this General Plan.

This Element is also adopted pursuant to the authority granted to local jurisdictions by Section 65303 of the Government Code of the State of California, which states:

#### **4. Growth Management Program**

"The General Plan may include any other elements or address any other subjects which, in the judgment of the legislative body, relates to the physical development of the county or city."

#### **4.2 RELATIONSHIP TO OTHER GENERAL PLAN ELEMENTS**

As indicated in Section 3, Land Use Element, the Growth Management Element works closely in conjunction with the Land Use Element to ensure that development proceeds in a manner which will not negatively affect facility and traffic service standards for existing land uses. In this regard, it should be noted that developments which cannot satisfy the assurances required by these standards should not be approved. By utilizing this Growth Management Element to responsibly manage new development proposals, the County will ensure that new development projects will bear their appropriate share of the adverse burdens and impacts they impose on public facilities and services. As a result, the Growth Management Element must be carefully considered together with Land Use and other elements of this General Plan when assessing General Plan consistency. The timing of the potential physical development contemplated in the Land Use Element will in part be determined by the ability of developers to satisfy the policies and standards described in this Growth Management Element. The Urban Limit Line (ULL) and the 65/35 Land Preservation Standard also work together with the Growth Management Element to ensure that growth occurs in a responsible manner and strikes appropriate balances between many competing values and interests.

In addition, this Growth Management Element contains implementing programs which encourage new development to promote the goals and objectives of the Conservation Element; the Public Facilities and Services Element; and the Housing Element. Moreover, by establishing an interjurisdictional land supply and development monitoring program, the Growth Management Element coordinates the implementation of the County General Plan with those of the 19 cities in the County.

To carry out the goals and objectives of the Land Use and Circulation Elements of the Plan, new development must demonstrate that the level of service standards of the Growth Management Element will be met. Only in this way will the negative effects of such growth be avoided. While it is anticipated that new growth will be able to mitigate its potential impacts through development fees and other exactions, it is possible that the timing of project approvals may be affected by the inability of individual developments to carry its appropriate cost of full service increments needed to allow further growth in a given area of the County. Thus, the improvements needed to implement the Circulation and Public Facilities and Services Elements of the Plan will in part be directly tied to, and dependent upon, the implementation of the Growth Management Element. Similarly, implementation of the Land Use Element will only proceed when it can be demonstrated that the growth management standards can be met by new development.

Policies relating to this "Pay as you Grow" philosophy underpinning the Growth Management Element can be found in the Transportation and Circulation Element, Overall Transportation/Circulation Goals 5-E and 5-F, and in the Overall Transportation/Circulation Policies 5-1 through 5-4. Related Land Use Element Goals 3-F and 3-H and Land Use Policies 3-5 through 3-10 are also part of the policy framework which underlies the Growth Management Element, and are integrally related to it. In a similar fashion, each of the required growth management performance standards included in this Element is also included in the Public Facilities and Services Element under the applicable goals and policies listed for sewers, water, police, fire, parks and flood control.

### 4.3 TRAFFIC SERVICE STANDARDS AND FACILITIES STANDARDS

The basic unit of measurement of performance of an intersection or roadway segment is called a Level of Service (LOS). LOS is a measure of the ratio of the volume to capacity of a roadway or intersection and is expressed as a letter A through F. In general LOS A describes free flowing conditions, and F describes very congested conditions, with long delays. Routes of Regional Significance are those roadways which carry significant volumes of through traffic, which neither begins nor ends within the affected jurisdiction. They generally include Interstate Freeways and State Highways, as well as local roads which, due to their location between job and housing centers, carry significant volumes of intra-county trips. All other roadways are referred to in the Growth Management Element as Basic Routes. Basic routes, and their signalized intersections, are those to which LOS standards are applied in determining whether proposed projects may be approved. The methodology used in determining if projects exceed allowable LOS standards is the method established by the Contra Costa Transportation Authority in its Technical Procedures.

At present, most Basic Routes in the unincorporated area operate at or better than the LOS Standards specified in the Growth Management Element. Many Routes of Regional Significance are below these standards, however, reflecting the fact that the trips are not dependent upon land uses in unincorporated Contra Costa County, but are cumulative with traffic generated by land uses located outside of the unincorporated areas. Public Protection Facility standards contained in this plan are based upon the 1990 facilities to unincorporated population ratio. In the area of parks, for example, the current unincorporated population to park acreage yields a ratio of less than 1 acre per 1,000 persons. While certain developed areas of the County experience flooding in the event of the 100-year flood, the County Ordinance Code collect-and-convey requirements are applied to all new developments. Water and sewer services are generally adequate for existing development.

For the purposes of establishing a Public Protection Facility standard, several factors must be considered. Firstly, the unincorporated community of Kensington has established a Community Services District which provides the full range of police services in the area, and the Sheriff does not service this area. Secondly, the California Highway Patrol is responsible for enforcement of the Vehicle Code on highways and County roads throughout the unincorporated area. Thirdly, certain economies of scale enable the Sheriff to provide patrol and investigation services in physical facilities substantially smaller than a comparable series of cities would require, due to centralized administrative services, crime lab facilities and other similar functions which numerous cities would duplicate in each location. According to the Department, very little time is spent by deputies in the stations; nearly all is spent in the vehicles on patrol; no clericals are housed in the stations. In addition, the Sheriff also provides coroner services, incarceration and criminalistics services. For these reasons, direct comparisons between County facilities standards and standards that may be adopted by cities in the County are not advised, since such comparisons would be highly misleading.

The computation of a Sheriff facility standard in this General Plan includes only patrol and investigation services, adjusted for a marginal increase in centralized administrative services. As of January, 1991, the County provides approximately 155 square feet of floor area per thousand population in six locations throughout the County. In 1997, it became evident that the Sheriff's Office needed to include support facilities necessary to conduct patrol and investigation, which are now included in the calculation of new square footage.

## **4. Growth Management Program**

It should be noted that implementation of the goals of this Plan's various elements depends not only upon the County's administration of the Growth Management Program described below, but upon the interplay of several levels of government. Federal and State funding for improvements to Basic Routes will be required to attain and maintain traffic levels of service at designated levels. Finally, the County, the 19 cities, the Contra Costa Transportation Authority, the Bay Area Rapid Transit District, and the California Department of Transportation will all have to work cooperatively in order to mitigate the negative impacts of growth upon the regional transportation system to achieve the levels of population, housing and jobs anticipated by this Plan.

### **4.4 GOALS, POLICIES AND IMPLEMENTATION MEASURES**

#### **GOALS**

- 4-A. To provide for the levels of growth and development depicted in the Land Use Element, while preserving and extending the quality of life through the provision of public facilities and ensuring traffic levels of services necessary to protect the public health, safety and welfare.
- 4-B. To establish a cooperative interjurisdictional growth monitoring and decision making process in which each jurisdiction can share in the beneficial aspects of new growth, and avoid its potential negative effects.

#### **POLICIES**

- 4-1. New development shall not be approved in unincorporated areas unless the applicant can provide the infrastructure which meets the traffic level of service and performance standards outlined in Policy 4-3, or a funding mechanism has been established which will provide the infrastructure to meet the standards or as is stated in other portions of this Growth Management Element.
- 4-2. If it cannot be demonstrated prior to project approval that levels of service will be met per Policy 4-1, development will be temporarily deferred until the standards can be met or assured. Projects which do not, or will not, meet the standards shall be scheduled for hearing before the appropriate hearing body with a staff recommendation for denial, on the grounds that the project is inconsistent with the goals, policies, and objectives of the Growth Management Element of the County General Plan.
- 4-3. Table 4-1 shows the performance standards which shall apply to development projects. In the event that a signalized intersection on a Basic Route exceeds the applicable level of service standard, the County may approve projects if the County can establish appropriate mitigation measures, or determine that the intersection or portion of roadway is subject to a finding of special circumstances, or is a Route of Regional Significance, consistent with those findings and/or action plans adopted by the Contra Costa Transportation Authority pursuant to Measure C - 1988. Mitigation measures specified in the action plans shall be applied to all projects which would create significant impacts on such regional routes, as defined by the Authority in consultation with local agencies and as permitted by law. For the purpose of reporting to the Contra Costa Transportation Authority in compliance with the Growth Management Program, a list of intersections that will be reported on Basic Routes will be prepared and maintained by the Conservation and Development Department.
- 4-4. The County shall institute an ongoing growth management program process, as generally depicted in Figure 4-1.

#### 4. Growth Management Program

- 4-5. For the purpose of applying the Traffic Level of Service standards consistent with Measure C - 1988 only, unincorporated areas subject to the growth management standards of this Element shall be characterized as Central Business District, Urban, Suburban, Semi-rural and Rural as depicted in Figure 4-2.
- 4-6. Conformity with the growth management standards will be analyzed for all development projects such as, subdivision maps, or land use permits. A general plan amendment is a long range planning tool and is not to be considered a development project or a project approval under the growth management program.

#### **Traffic**

LOS Standards will be considered to be met if:

- o measurement of actual conditions at the intersection indicates that operations are equivalent to or better than those specified in the standard; or
- o the County has included projects in its adopted capital improvements program which, when constructed, will result in operations equal to or better than the standard.

---

**TABLE 4-1  
GROWTH MANAGEMENT  
PERFORMANCE STANDARDS**

#### **Traffic Levels of Service Keyed to Land Use Type**

|                                       |  |
|---------------------------------------|--|
| Rural Areas:                          | Peak Hour Level of Service of low C<br>(Volume/Capacity Ratio= .70-.74)  |
| Semi-Rural Areas:                     | Peak Hour Level of Service of high C<br>(Volume/Capacity Ratio= .74-.79) |
| Suburban Areas:                       | Peak Hour Level of Service of low D<br>(Volume/Capacity Ratio= .80-.84)  |
| Urban Areas:                          | Peak Hour Level of Service of high D<br>(Volume/Capacity Ratio= .85-.89) |
| Central Business:<br>Districts (CBD): | Peak Hour Level of Service of low E<br>(Volume/Capacity Ratio= .90-.94)  |

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Note: These terms are used solely with reference to the Growth Management Element performance standards.

#### **Water**

The County, pursuant to its police power and as the proper governmental entity responsible for directly regulating land use density or intensity, property development and the subdivision of property within the unincorporated areas of the County, shall require new development to demonstrate that adequate water quantity and quality can be provided. At the project approval stage, (subdivision map, land use permit, etc.), the County may consult with the appropriate water agency. The County, based on information furnished or available to it from consultations with the appropriate water agency, the applicant or other sources, should determine whether (1) capacity exists within the water system if a development project is built within a set period of time, or (2) capacity will be provided by a funded program or other mechanism. Project approvals conditioned on (1) or (2) above, will lapse according to their terms if not satisfied by verification that capacity exists to serve the specific project ("will serve letters"), actual hook-ups or comparable evidence of adequate water quantity and quality availability.

**Figure 4.1** Flow Chart of Growth Management Process

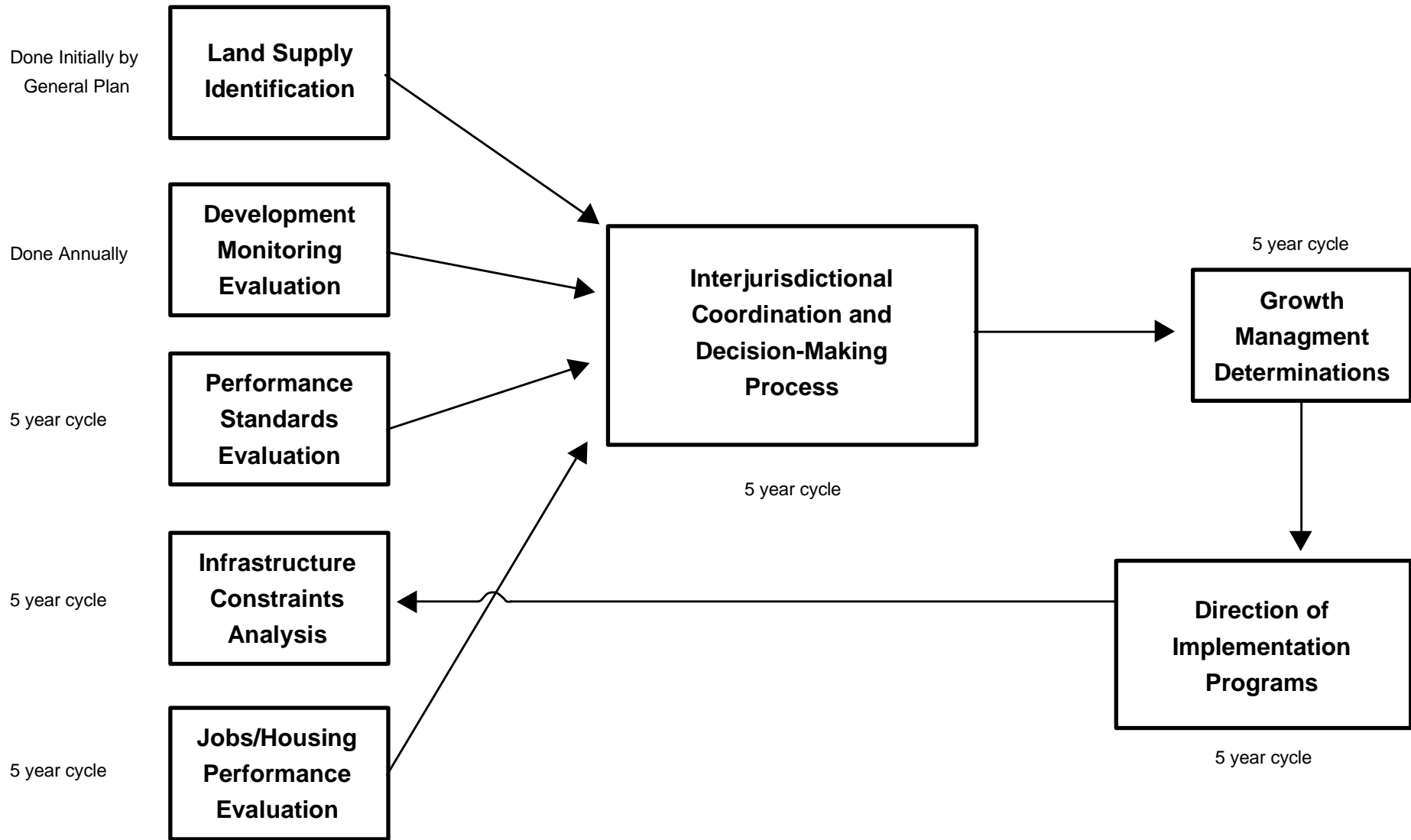
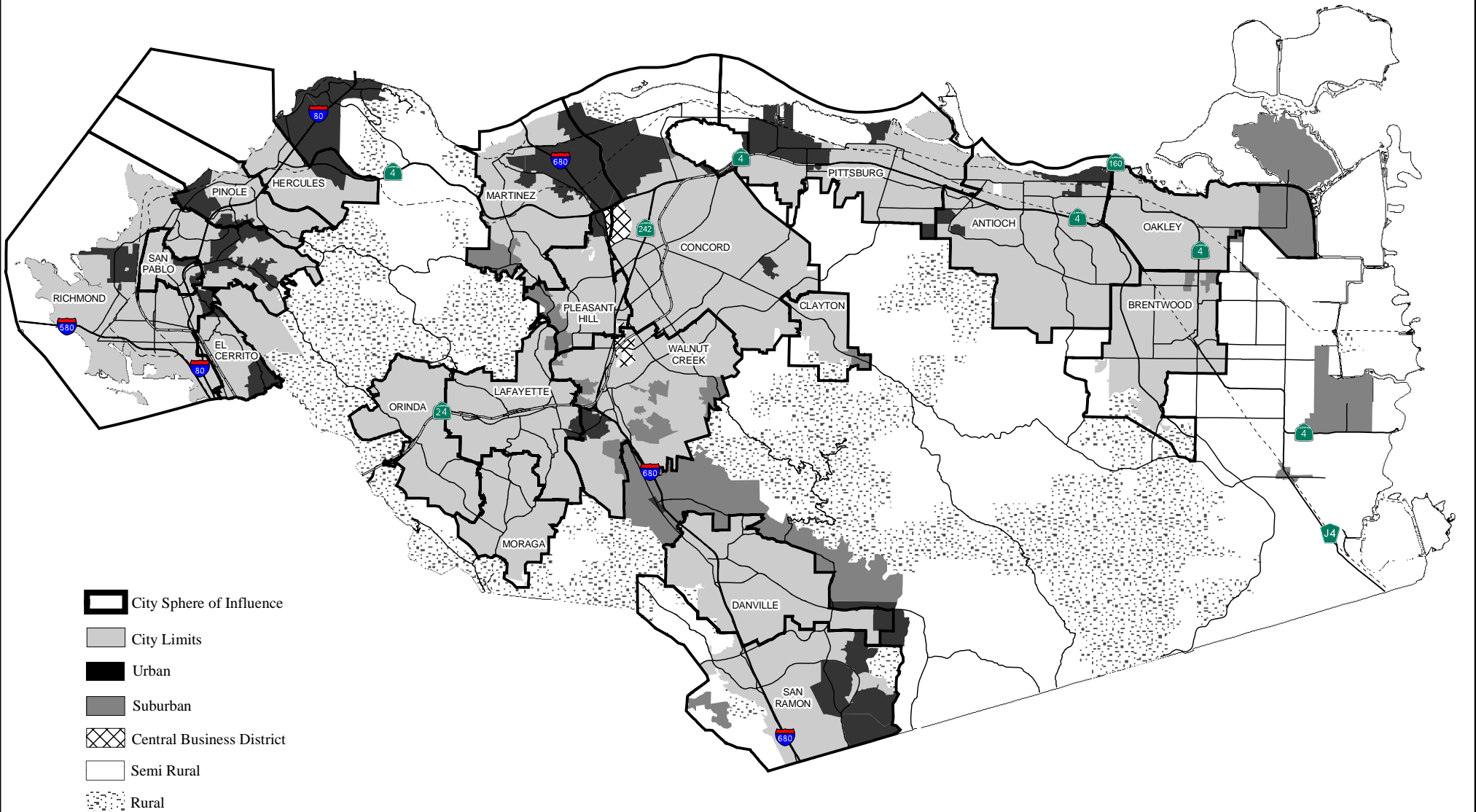







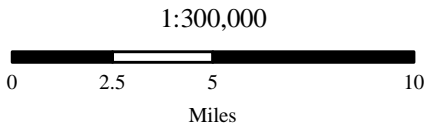






Figure 4-2 Level of Service Designations for Unincorporated Areas



-  City Sphere of Influence
-  City Limits
-  Urban
-  Suburban
-  Central Business District
-  Semi Rural
-  Rural



ANTIOCH Incorporated Areas  
Alamo Unincorporated Areas

-  Freeways and Highways
-  Major Roads
-  Bay Area Rapid Transit
-  Railroads

# CONTRA COSTA COUNTY

Map Created on December 9, 2004  
 Contra Costa County Community Development  
 651 Pine Street, 4th Floor - N. Wing, Martinez, CA 94553-0095  
 37:59:48.455N 122:06:35.384W



## **4. Growth Management Program**

### **Sanitary Sewer**

The County, pursuant to its police power and as the proper governmental entity responsible for directly regulating land use density or intensity, property development and the subdivision of property within the unincorporated areas of the County, shall require new development to demonstrate that adequate sanitary sewer quantity and quality can be provided. At the project approval stage, (subdivision map, land use permit, etc.), the County may consult with the appropriate sewer agency. The County, based on information furnished or available to it from consultations with the appropriate sewer agency, the applicant or other sources, should determine whether (1) capacity exists within the sewer system if the development project is built within a set period of time, or (2) capacity will be provided by a funded program or other mechanism. Project approvals conditioned on (1) or (2) above, will lapse according to their terms if not satisfied by verification that capacity exists to serve the specific project ("will serve letters"), actual hook-ups or comparable evidence of adequate sewage collection and wastewater treatment capacity availability.

### **Fire Protection**

Fire stations shall be located within one and one-half miles of developments in urban, suburban and central business district areas. Automatic fire sprinkler systems may be used to satisfy this standard.

### **Public Protection**

A Sheriff facility standard of 155 square feet of station area and support facilities per 1,000 population shall be maintained within the unincorporated area of the County.

### **Parks and Recreation**

Neighborhood parks: 3 acres required per 1,000 population.

### **Flood Control and Drainage**

Require major new development to finance the full costs of drainage improvements necessary to accommodate peak flows due to the project. Limit development within the 100 year flood plain until a flood management plan has been adopted and implementation is assured. For mainland areas along rivers and bays, it must be demonstrated that adequate protection exists through levee protection or change of elevation prior to development. Development shall not be allowed in flood prone areas designated by the Federal Emergency Management Agency until a risk assessment and other technical studies have been performed.

## **IMPLEMENTATION MEASURES**

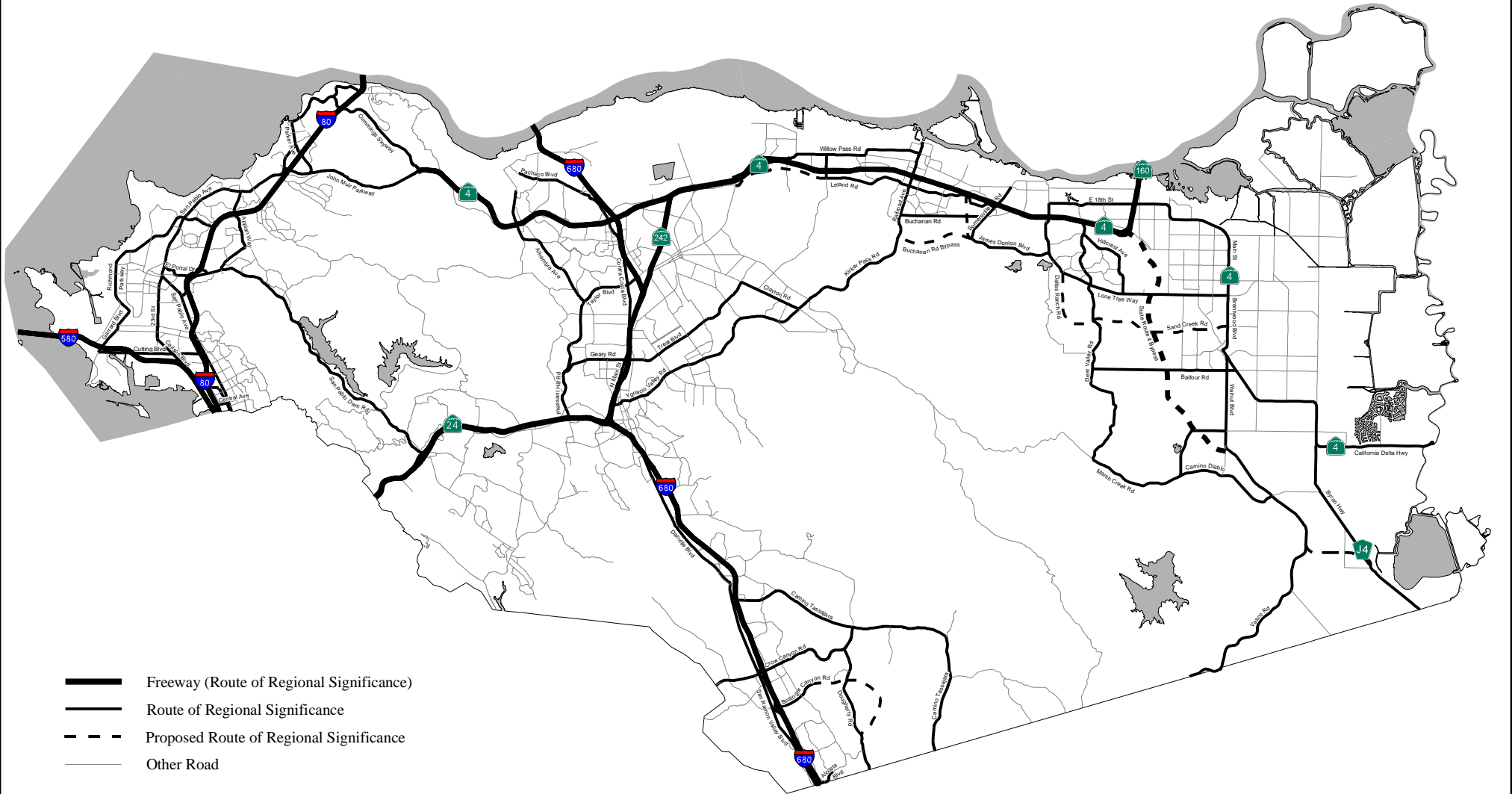
- 4-a Incorporate the performance standards outlined in Policy 4-3 into the review of development projects.
- 4-b Work cooperatively with the 19 cities and the Contra Costa Transportation Authority through each of the Regional Transportation Planning Committees to define action plans for mitigating the impacts of development on Routes of Regional Significance.
- 4-c Require traffic impact analysis for any project which is estimated to generate 100 or more AM or PM peak-hour trips based upon the trip generation rates as presented in the Institute of Traffic Engineers (ITE) Trip Generation, 6th edition, 1997, or the most current published edition.







#### **4. Growth Management Program**

- 4-d Require that during the review of development proposals, the traffic impact analysis shall determine whether a project could cause a signalized intersection or freeway ramp to exceed the applicable standard and shall identify mitigations/fees such that the intersection or ramp will operate in conformance with applicable standards. Development proposals shall be required to comply with conditions of approval detailing identified mitigation measures and/or fees. In no event shall Local Road Improvement and Maintenance Funds replace development mitigation fee requirements, pursuant to Measure C-88.
- 4-e Establish through application to the Contra Costa Transportation Authority, and in conjunction with the regional committees, a list of Routes of Regional Significance and Intersections proposed for Findings of Special Circumstances. Proposed projects affecting these routes and/or intersections will require alternate mitigation as specified in Action Plans to be adopted by the Transportation Authority, but in this respect only, shall not be subject to LOS Performance Standards. Map 4-3 shows the Routes of Regional Significance as adopted by the Transportation Authority in 2004. The County will assist in developing or updating Action Plans for these routes (and for other roads if the Transportation Authority revises the Routes of Regional Significance in the future.)
- 4-f In the event that any Basic Route does not meet adopted standards the County shall consider amendments to either its General Plan Land Use Element, Zoning, Capital Improvement program or other relevant plans or policies in order to attain the standards. If this is not feasible for the reasons specified in the Transportation Authority's "Implementation Guide: Traffic Level of Service Standards and Programs for Routes of Regional Significance" application for findings of special circumstances shall be made to the Transportation Authority. Such application shall include alternative proposed standards and mitigation measures.
- 4-g Capital projects sponsored by the County and necessary to maintain and improve traffic operations will be specified in a five year Capital Improvement Program (CIP). Funding sources for such projects, as well as intended project phasing, if any, shall be generally identified in the CIP.
- 4-h The County will participate in the Contra Costa Transportation Authority Conflict Resolution Process as needed to resolve disputes related to the development and implementation of Action Plans and other programs described in the Transportation Authority's Model Growth Management Element.
- 4-i The County will implement specified local actions in a timely manner, consistent with adopted action plans.
- 4-j As part of its program to attain Traffic Service levels, the County shall continue to implement its Transportation Demand Management Ordinance.
- 4-k No development project (subdivision map, land use permit, etc.) shall be approved unless findings of consistency have been made with respect to Policy 4-3.
- 4-l The County will adopt a development mitigation program to ensure that new development pays its fair share of the cost of providing police, fire, parks, water, sewer and flood control facilities.

Figure 4-3 Routes of Regional Significance



-  Freeway (Route of Regional Significance)
-  Route of Regional Significance
-  Proposed Route of Regional Significance
-  Other Road



#### **4. Growth Management Program**

- 4-m The County will only approve projects after finding that one or more of the following conditions are met:
- (a) Assuming participation in adopted mitigation programs, performance standards will be maintained following project occupancy;
  - (b) Because of the characteristics of the development project, specific mitigation measures are needed to ensure the maintenance of standards, and these will be required as conditions of project approval; or,
  - (c) Capital improvements planned by the service provider will assure maintenance of standards.
- 4-n Capital Projects sponsored by the County and necessary to maintain levels of performance shall be identified in the five year Capital Improvement Plan (CIP). Funding sources for the complete cost of the improvements, and phasing, if any, shall also be identified.
- 4-o All new development shall contribute to, or participate in, the improvement of the parks, fire, police, sewer, water and flood control systems in reasonable proportion to the demand impacts and burdens generated by project occupants and users.
- 4-p The County shall develop and carry out a growth management/monitoring program as generally indicated in Figure 4-1, as follows:
- (a) a land supply and development monitoring process;
  - (b) periodic review of performance standards and monitoring of infrastructure constraints;
  - (c) interagency coordination and decision-making to provide information for the first two tasks and successfully implement the overall growth management program;
  - (d) a jobs/housing performance evaluation to determine their relative balance within each sub-region of the County; and
  - (e) growth management determinations, a process which identifies growth areas capable and incapable of meeting performance standards, and directs resources to overcoming any constraints.

These components are described in detail below.

#### **Adoption of Performance Standards**

The first step in the growth management program process is completed upon the adoption of performance standards for public facilities and services in this Growth Management Element. Figure 4-1 shows the flow chart of the growth management process.

#### **Land Supply/Development Monitoring Analysis**

The second step in the growth management process, an analysis of land supply and development monitoring, will commence at the beginning of each calendar year. Annual status reports on the implementation of the General Plan and its Growth Management Element will be submitted to the Board of Supervisors and City Councils in June. This status report will fulfill the requirements of Government Code 65400 (b) in the State planning and zoning laws, which requires that every city and county must prepare an annual report to the City Council or Board of Supervisors and the State which summarizes the status of the General Plan and the progress that has been made in its implementation. The subsequent steps in the process, commencing with the performance standards evaluation, will occur on a five-year cycle.

#### **4. Growth Management Program**

The land supply and development monitoring process is a two-part component designed as the basis for the periodic re-examination of lands available in the County for urban development. The availability of developable lands is then contrasted against the actual rate of growth which has been measured over the most recent period. In essence, this component is a land supply and demand tracking process. This process is designed to work in tandem with the other four components (performance standards/infrastructure constraints analysis, interjurisdictional coordination, jobs/housing balance analysis, and growth management determinations) in order to obtain an updated, working perspective of the current capacity of the County to accommodate growth.

The land supply and development monitoring process is prepared in an objective fashion by staff, using a set methodology defined and agreed to by the jurisdictions involved (the County, the 19 cities, the Local Agency Formation Commission (LAFCO) and the individual service providers). The re-examination of the land supply (initially set by the General Plan Review Program) will occur on an annual basis, in concert with the State Population Certification program which is already conducted by the County and each city planning department.

Using a standard format and methodology should provide a high degree of confidence in the process and the established annual schedule should alert the development interests, city agencies, and special districts as to when their contribution will be critical. At the beginning of each annual cycle, formal notification will be given to each of the cities informing them that the land supply and development monitoring process is being initiated and requesting their active participation and cooperation.

The Land Use Information System (LUIS), developed in 1987, and the more recent Geographic Information System, provides the foundation for tracking overall land supply, land absorption, and changing land uses in the County. The specific questions that must be answered during this process with the use of the updated LUIS data system are:

- o how many acres of vacant land in the County, specified by land use type, are identified as available for development?
- o what changes have occurred in these numbers since the previous evaluation?
- o how many acres of underutilized or previously developed land are available for redevelopment?
- o how many acres of land County-wide have been identified as unavailable for development based upon environmental, health and safety, public resource, or other conditions? The County Conservation and Development Department staff will prepare a report which examines the absorption rate (i.e. approved development projects) and the General Plan Amendment requests that have been received. The report on the status of development areas will rely upon residential and commercial/industrial building permit and other project approval information from the cities. This permit approval and General Plan Amendment application information will then be compared to the expected rate of residential and job growth projected for the jurisdiction over the planning period by the respective General Plans. The annual report will be forwarded to decision-making bodies for use in reviewing further General Plan Amendments which would alter the land supply component.

#### **Performance Standards Evaluation and Infrastructure Constraints Analysis**

While the second component of the growth management program (land supply and development monitoring) will be prepared on an annual basis, the final four components will generally be performed only once every five years. Although these final four

#### **4. Growth Management Program**

components of the Growth Management Program will be comprehensively and formally evaluated every five years, circumstances may necessitate evaluating and modifying the standards during the annual review of the land supply and development component of this Growth Management Program. If circumstances so necessitate, the Board of Supervisors should consider all information before it, including the Land Supply/Development Monitoring Analysis, fiscal constraints, and other information obtained through consultation with the Contra Costa Transportation Authority, before modifying the standards. The data and analysis generated in the annual land supply and development monitoring reports will be aggregated for use in the tasks outlined in the following processes.

The intent of this third component of the growth management program, performance standards and infrastructure capacity evaluation, is to re-examine minimum allowable performance standards for development projects set in the General Plan, and to determine the remaining available capacities of certain infrastructure facilities.

The growth management program for the Contra Costa County General Plan mandates the establishment of infrastructure performance standards for several different services or facilities, including circulation (traffic), sanitary sewage, flood control and drainage, water supply, police and fire protection and emergency services, and parks and recreation. These standards and policies attempt to define a quality of life by setting benchmark indicators of the minimum levels of service required for specific urban services.

Every five years the performance standards would be reviewed by staff and the service providers by examining prior experience and ability to serve. In addition, service districts may be provided an opportunity to explain why certain standards are not being met and to explore measures to be taken to alleviate the situation. This information would then be used to evaluate whether the standards for the current review period were appropriate.

The second major task to be completed during this phase of the growth management program is an evaluation of the remaining infrastructure capacity in various areas of the County. Part of this evaluation will determine where and why certain existing urbanized areas are not being adequately served. The assumption is that adequate infrastructure capacities can be engineered and built to serve virtually any amount and location of urban growth within the ULL, but that opportunities exist to plan for cost-effective and efficient growth in areas particularly within the ULL, where underutilized infrastructure capacities already exist or where the extension of services is relatively unconstrained compared to other areas.

The basic data requirements of this portion of the process include:

- a determination of the remaining capacity for each facility or service provider based upon the defined performance standards, and identification of the geographic areas that could be served by the capacity;
- an itemization of funded infrastructure improvement projects, their location and expected date of completion, and the service area or population they are designed to serve;
- identification of urbanized areas with inadequate service, as defined by the adopted performance standards;
- an itemization of the major capital improvements not now funded but needed to bring existing areas into compliance with the performance standards;
- itemization of major capital improvements necessary to serve anticipated future development at the adopted service level, and the cost of these improvements;
- identification of major physical, economic and/or environmental constraints to the provision of service or facilities in a given area; and

#### **4. Growth Management Program**

- o identification of possible sources of funding for the improvements.

The object of the data gathering is to illustrate where future growth can and cannot occur without major investment in new or improved infrastructure systems, and to identify the level and source of financing required. Additionally, the exercise will allow the preparation of estimates of future required capacity based upon the performance standards. One outcome of this process will be to provide up-to-date information concerning where future growth is expected to occur, thus assisting in capital facilities planning efforts.

To ensure that high density "leapfrog" growth does not occur, as a matter of policy, this growth management program mandates that new urban and central business district levels of development shall not be approved unless the development is within the ULL and near existing or committed urban or central business district levels of development.

#### **Jobs/Housing Performance Evaluation**

The purpose of this step is to provide a basis for assessing the jobs/housing balance within each section of the County for the current five year review cycle, to assist the jurisdictions in the sub-regions in determining preferred locations for residential and employment growth, and to assist in focusing the direction of implementation programs.

The jobs/housing balance evaluation is based upon the County's Land Use Information System data base, augmented by the information provided in the development monitoring evaluation. The evaluation considers growth in housing units and employment and housing and employment availability, relative affordability and commute patterns, and to the extent that the data are available, price of the units and wage levels of the jobs added.

The jobs/housing performance evaluation will be used to identify areas where jobs or housing should be stimulated and encouraged. It would also be used to provide information about areas in which infrastructure deficiencies need to be corrected in order to facilitate a better jobs/housing balance.

#### **Interjurisdictional Coordination and Decision-Making**

The growth management program outlined here will not succeed without the cooperation and active participation of the County, the Local Agency Formation Commission, the 19 cities, and the service providers. These agencies and cities may view cooperation with the County's growth management program as a threat to their local authority over land use or other growth issues. The County's efforts to achieve cooperation must be aimed at persuading the cities and agencies that the growth management program will ultimately enhance their ability to meet their own General Plan goals. In addition, the County will participate in the cooperative planning process established by the Transportation Authority for the purpose of reducing the cumulative regional traffic impacts of development.

Interjurisdictional cooperation would not require all of the cities and agencies to adopt the same goals, policies and implementation measures as will be included in the County's General Plan and growth management program. However, it would be desirable for the County to request that the cities and agencies adopt resolutions that specifically recognize and accept the growth management program and its premise.

#### **4. Growth Management Program**

A key commitment by the jurisdictions involves the dedication of a relatively small, but adequate, level of staff time to assist the County in gathering the required data for the necessary planning studies. Additional commitments must be made on the part of policy makers and staff to review the annual land supply and development monitoring reports, consider them when making important planning decisions, and to actively participate in the growth management determination process every five years.

##### **Growth Management Determinations**

Building upon the preceding components of the growth management program, the final aspect of the process involves using the reports that have been generated to make the important decisions about where future growth in the County should be encouraged in order to minimize infrastructure costs and to enhance the overall level of "quality of life." The process for making these determinations is as important as the determinations themselves. The process can help to achieve consensus among cities and the County (in consultation with service providers) as to appropriate amounts and locations of new residential, commercial and industrial growth in the County. The growth management determination process should include the following steps, several of which are based upon information developed in the previous components of the program:

- o indicate on a County General Plan map the current city boundary lines, Spheres of Influence, the Urban Limit Line and current service areas for all of the major utilities/facilities;
- o add to the base map information regarding improvements or extensions to service systems that have been completed since the last review period or improvements itemized in capital improvement programs, as well as constructed and approved development projects and adopted General Plan Amendments;
- o identify lands that have been determined to be undevelopable;
- o identify on the map the geographic areas with infrastructure constraints and the locations of development projects that have been unable to meet performance standards;
- o review the annual land supply and development monitoring reports in conjunction with the performance standards and infrastructure constraints analysis reports to determine whether an adequate supply of vacant land is designated for urban use in the County and city General Plans, on both a Countywide and subregional basis, to allow the anticipated amount of urban development during the remainder of the twenty year period. This urban development must be subject to the 65/35 Land Preservation Standard. (See Section 3, Land Use Element.)
- o Determine whether adjustment to the urban limit line is needed in order to provide sufficient land to accommodate anticipated needs.

Growth management determinations shall be made in consultation with the Transportation Authority. In addition, it is anticipated that these growth management determinations will be made in a series of joint meetings conducted on a subregional basis with representatives of the cities. The Local Agency Formation Commission (LAFCO) and the service districts should also be consulted. Staff will present the base map and accompanying reports to the County and City Planning Commissions, LAFCO and service district boards, with a request that the agencies review the recommendations and make formal comments. After this review period is complete and appropriate changes, if needed, have been made, the map and reports will be recirculated to all of the jurisdictions in the County. The final action will be to request that the cities, LAFCO

## 4. Growth Management Program

### **Definitions of Terms**

The following definitions apply to the geographic terms used with respect to the Growth Management Element only. The level of service designations for unincorporated County areas are shown in Figure 4-2.

**Rural.** Rural areas are defined as generally those parts of the County that are designated in the General Plan for agricultural, open space or very low density residential uses, and which are characterized by medium to very large parcel sizes (10 acres to several thousand acres). These areas have very low population densities, usually no more than 1 person per acre or 500 people per square mile.

**Suburban.** Suburban areas are defined as generally those parts of the County that are designated in the General Plan for low and medium density single family homes; low density multiple family residences; low density neighborhood- and community-oriented commercial/industrial uses; and other accompanying uses. Individual structures in suburban areas are generally less than 3 stories in height and residential lots vary from about one fifth of an acre (8,000 or 9,000 square feet) up to 2 or 3 acres. Population densities in suburban areas fall within a wide range, from about 1,000 to 7,500 persons per square mile (1.5 to 12.0 people per acre).

**Urban.** Urban areas are defined as generally those parts of the County that are designated in the General Plan primarily for multiple family housing, with smaller areas designated for high density single family homes; low to moderate density commercial/industrial uses; and many other accompanying uses. Urban areas usually include clusters of residential buildings (apartments and condominiums) up to three or four stories in height and single family homes on relatively small lots. Many commercial strips along major arterial road are considered urban areas.

Examples of urban areas in Contra Costa County are the older neighborhoods in Richmond, El Cerrito, Pittsburg, and Antioch and the downtown commercial districts in smaller cities such as Martinez, Danville, and Lafayette. Population densities in urban areas are usually at least 7,500 persons per square mile (12.0 people per acre). Employment densities in commercial areas may range up to about 15 jobs per acre.

**Central Business District/Major Commercial Center.** Central business districts or major commercial centers are defined as those areas designated in the General Plan for high density commercial and residential uses. They consist of either the downtown area of a major city in Contra Costa County (Concord, Walnut Creek, and Richmond) or a large business/office complex (such as Bishop Ranch or the Pleasant Hill BART station area). These areas are characterized by large concentrations of jobs and consist of clusters of buildings four stories or more in height. CBD's or major commercial centers generally have employment densities.

### **Contra Costa Transportation Authority Model Growth Management Element Correspondence Table**

Table 4-2 demonstrates how the policies contained in the County General Plan are consistent with (correspond to) the policies in the Contra Costa Transportation Authority Model Growth Management Element. These policies must be consistent for the County to qualify for Measure J transportation sales tax revenue.



#### 4. Growth Management Program

**TABLE 4-2  
CORRESPONDENCE TABLE BETWEEN  
MEASURE J - MODEL GROWTH MANAGEMENT ELEMENT (MGME)  
AND  
COUNTY GENERAL PLAN GROWTH MANAGEMENT POLICIES AND PROGRAMS**

Contra Costa residents extended the Measure C (1988) transportation sales tax and growth management program when they approved Measure J in 2004. Measure J changes the specific requirements for the growth management program from those set in Measure C, eliminating two requirements, adding one and clarifying or refining others. County growth management policies and programs developed to comply with Measure C are not inherently in conflict with Measure J growth management requirements as is demonstrated by this correspondence table. The one growth management requirement added by Measure J, a voter-approved urban limit line, was already part of the County General Plan in 1991. In response to a Measure J refinement to the Measure C Housing Options requirement, the General Plan was amended in 2008 to include adoption of policies and standards into the development approval process that support transit, bicycle and pedestrian access in new developments. The Measure J Model Growth Management Element requires local jurisdictions to provide a correspondence table that clearly identifies which sections of the Plan constitute each required Element. The County growth management policies and programs described in this table restate text in the County General Plan in the format required by the Measure J Model Growth Management Element.

| <i>MODEL GROWTH MANAGEMENT ELEMENT<br/>(MGME)<sup>1</sup> FINAL – RELEASED ON 06-08-07</i>   | <b>CORRESPONDING COUNTY GENERAL PLAN<br/>TEXT, GOALS, POLICIES OR PROGRAMS</b>   |
|--|--|
| <b>1. INTRODUCTION</b>   |  |
| <b>1.1 Purpose</b>   |  |
| The purpose of this Growth Management Element (GME) to the General Plan is to establish the goals, policies and implementation programs that are intended to manage and mitigate the impacts of future growth and development within [the local jurisdiction]. This element is also intended to comply with the requirements of the Measure J Growth Management Program (GMP). | <p><u><i>Planned Levels of Development; The Urban Limit Line and Land Uses (Land Use Element §3.6, pg. #3-8)</i></u></p> <p><u><i>Introduction (Growth Management Element §4.1, pg. #4-1)</i></u></p> <p><u><i>Introduction (Housing Element §6.1, pg. #6-1)</i></u></p> |
| <b>1.2 Background<sup>2</sup></b>  |  |
| The Measure J GMP, adopted by the voters of Contra Costa in November 2004, requires each local jurisdiction to meet the six following requirements: <ul style="list-style-type: none"> <li>• Adopt a development mitigation program;</li> <li>• Address Housing Options;</li> <li>• Participate in an Ongoing Cooperative, Multi-Jurisdictional Planning Process;</li> </ul>   | <p><u><i>Public Participation through Voting Process (Introduction §1.3, pg. #1-2 through 1-3)</i></u></p> <p><u><i>Introduction (Growth Management Element §4.1, pg. #4-1)</i></u></p>  |

<sup>1</sup> Local Growth Management Elements must substantially comply with the intent of this model element, but need not reflect its exact language or organization. Applicable policies that are contained in other elements of the jurisdiction’s General Plan should also be referenced here within the Growth Management Element.

<sup>2</sup> Contra Costa Transportation Authority, Ordinance 06-02 Amending and Restating the Measure C Transportation Expenditure Plan to Make Non-substantive Changes and insert Specific Provisions Moved from Ordinance 88-01.

#### 4. Growth Management Program

| <p><i>MODEL GROWTH MANAGEMENT ELEMENT (MGME)<sup>1</sup> FINAL – RELEASED ON 06-08-07</i></p>  | <p><b>CORRESPONDING COUNTY GENERAL PLAN TEXT, GOALS, POLICIES OR PROGRAMS</b></p> |
|--|---|
| <ul style="list-style-type: none"> <li>• Adopt an Urban Limit Line (ULL);</li> <li>• Develop a five-year capital improvement program; and</li> <li>• Adopt a Transportation Systems Management (TSM) Ordinance or Resolution.</li> </ul> <p>Measure J (2004) is a 25-year extension of the previous Measure C Contra Costa Transportation Improvement and Growth Management Program approved by the voters in 1988.</p> <p>Both programs include a ½ percent transportation and retail transactions and use tax intended to address existing major regional transportation problems. The Growth Management component is intended to assure that future residential business and commercial growth pays for the facilities required to meet the demands resulting from that growth.</p> <p>Compliance with the GMP is linked to receipt of Local Street Maintenance and Improvement Funds and Transportation for Livable Community funds from the Transportation Authority. The Growth Management Program defined by the original Ordinance 88-01 continues in effect along with its linkage to Local Street maintenance and improvement funds through March 31, 2009. Beginning on April 1, 2009, the Measure J GMP requirements take effect. Measure J eliminates the previous Measure C requirements for local performance standards and level-of-service standards for non-regional routes. Measure J also adds the requirement for adoption of a voter-approved ULL.</p> |   |
| <p><b>1.3 Intent</b></p>   |   |
| <p>By adopting and implementing this Element, the jurisdiction intends to establish a comprehensive, long-range program that will match the demands for multi-modal transportation facilities and services generated by new development with plans, capital improvement programs and development mitigation programs. The Urban Limit Line is intended to promote compact urban development patterns and restrict the extension of infrastructure into areas where urban development is not planned.</p>   | <p><i><u>Introduction (Growth Management Element §4.1, pg. #4-1)</u></i></p>      |

#### 4. Growth Management Program

| MODEL GROWTH MANAGEMENT ELEMENT<br>(MGME) <sup>1</sup> FINAL – RELEASED ON 06-08-07  | CORRESPONDING COUNTY GENERAL PLAN<br>TEXT, GOALS, POLICIES OR PROGRAMS   |
|--|--|
| <b>1.4 Authority</b>   |  |
| <p>The GME is adopted pursuant to the authority granted to local jurisdictions by Section 65303 of the Government Code of the State of California which states:</p> <p><i>The general plan may include any other elements or address any other subjects which, in the judgment of the legislative body, relate to the physical development of the county or city.</i> The GME also is consistent with the requirements of Contra Costa’s Transportation Sales Tax Expenditure Plan (Measure J), approved by Contra Costa County voters in 2004, and as amended by the Contra Costa Transportation Authority.</p> | <p><u><i>Introduction (Growth Management Element §4.1, pg. #4-1)</i></u></p>   |
| <b>1.5 Relation to Other General Plan Elements</b>   |  |
| <p><i>[Refer to other elements.]</i></p>   | <p><u><i>Relationship to Other General Plan Elements (Land Use Element §3.2, pg. #3-2)</i></u></p> <p><u><i>Relationship to Other General Plan Elements (Growth Management Element §4.2, pg. #4-2)</i></u></p> <p><u><i>Relationship to Other Elements (Transportation and Circulation Element §5.2, pg. #5-1 through 5-2)</i></u></p> <p><u><i>Relationship to the General Plan (Housing Element §6.1E Table 6-1, pg. #6-6 through 6-7)</i></u></p>   |
| <b>1.6 Organization of Element</b>   |  |
| <p>The GME establishes goals, and policies in Section 2 and sets forth corresponding implementation programs in Section 3. All sections are numbered sequentially, with the first number referring to the section and the second number to the subsection.</p>   | <p><u><i>1.7 Definition of Maps, Goals, Policies, and Implementation Measures (Introduction pg. 1-5 through 1-7)</i></u></p>   |
| <b>2. GOALS AND POLICIES</b>   |  |
| <b>2.1 Introduction</b>  |  |
| <p>The introductory text should:</p> <p><i>(1) Describe the relationship of the goals and policies in the GME to the other elements of the General Plan, especially the policies in the Circulation and Land Use element;</i></p> <p><i>(2) Define terms such as Action Plans, Routes of Regional Significance and Urban Limit Line, or refer to definitions in other parts of the Plan; and</i></p>   | <p><u><i>(1) Relationship to Other General Plan Elements</i></u></p> <p><u><i>(Land Use Element §3.2, pg. #3-2)</i></u></p> <p><u><i>(See Relationship to Other General Plan Elements (Growth Management Element §4.2, pg. #4-2) under 1.5 Relation to Other General Plan Elements in the MGME)</i></u></p> <p><u><i>Relationship to Other Elements (Transportation and Circulation Element §5.2, pgs. 5-1 through 5-2)</i></u></p> <p><u><i>(2) Land Use Definitions (The Text of Measure C-1988 and Measure C-1990 §1.11, pg. #1-16)</i></u></p> |

#### 4. Growth Management Program

| <i>MODEL GROWTH MANAGEMENT ELEMENT (MGME)<sup>1</sup> FINAL – RELEASED ON 06-08-07</i>   | <b>CORRESPONDING COUNTY GENERAL PLAN TEXT, GOALS, POLICIES OR PROGRAMS</b>  |
|--|---|
| <p>(3) Present a general discussion of how the jurisdiction will comply with Measure J. Text may also be included that discusses the roles of other agencies in the attainment of standards, or other factors that relate to the success of the programs included in the Section.</p>  | <p><u>(3) 4.1 Introduction (Growth Management Element, pg. #4-1)</u></p> <p><u>Growth Management Program (Housing Element §6.3, pg. #6-49 through 6-51)</u></p>   |
| <b>2.2 Goals (Examples based on Measure J)</b>   |   |
| <ul style="list-style-type: none"> <li>• Assure that new residential, business and commercial growth pays for the facilities required to meet the demands resulting from that growth.</li> <li>• Support cooperative transportation and land use planning in Contra Costa County.</li> <li>• Support land use patterns that make more efficient use of the transportation system, consistent with the General Plans of local jurisdictions.</li> <li>• Support infill and redevelopment in existing urban and brownfield areas.</li> </ul>   | <p><u>Land Use Goals, Policies and Implementation Measures (Land Use Element §3.8, pg. 3-32 and pg. 3-33 Goal 3-K)</u></p> <p><u>Goals, Policies and Implementation Measures (Growth Management Element §4.4, pg. 4-4)</u></p> <p>(See Table 6-1, Goal 6 and 7 under 1.5 Relation to Other General Plan Elements in the MGME)</p>   |
| <b>2.3 Policies</b>  |   |
| <p>The local jurisdiction intends to comply with the Measure J GMP. The following policies are intended to implement Measure J and achieve the goals of this element:</p> <p><b>2.3.1 Development Mitigation Program:</b> Adopt and maintain in place a development mitigation program to ensure that new growth is paying its share of the costs associated with that growth.</p> <p><b>2.3.1.1 Local Mitigation Program:</b> The local jurisdiction shall adopt a local program to mitigate development impacts on non-regional routes and other facilities. Revenue provided from this program shall not be used to replace private developer funding of any required improvements that have or would have been committed to any project.</p> <p><b>2.3.1.2 Regional Mitigation Program:</b> The local jurisdiction shall participate in a regional development mitigation program to establish</p> | <p><u>Land Use Goals, Policies and Implementation Measures (Land Use Element §3.8, pg. #3-34 through 3-37)</u></p> <p><u>Goals, Policies and Implementation Measures (Growth Management Element §4.4, pgs. #4-4 through 4-8)</u></p> <p><u>Roadways and Transit Policies (Transportation and Circulation Element §5.6, pg. #5-15 and 5-16)</u></p> <p><u>Housing Goals and Policies (Housing Element §6.6, pg. #6-89 through 6-91 – only certain policies cited)</u></p> <p>(See Policies 3-5 through 3-7, 4-1 through 4-4, and 5-4 and 5-21 under 2.3 Policies in the MGME)</p> <p>(See Policies 3-5 through 3-7, 4-1 through 4-4, and 5-4 and 5-21 under 2.3 Policies in the MGME)</p> <p>(See Policies 4-3 and 4-4 under 2.3 Policies in the MGME)</p> |

#### 4. Growth Management Program

| <p><i>MODEL GROWTH MANAGEMENT ELEMENT<br/>(MGME) <sup>1</sup> FINAL – RELEASED ON 06-08-07</i></p>   | <p><b>CORRESPONDING COUNTY GENERAL PLAN<br/>TEXT, GOALS, POLICIES OR PROGRAMS</b></p>   |
|--|---|
| <p>fees, exactions, assessments or other mitigation measures to fund regional or subregional transportation improvements needed to mitigate the impacts of planned or forecast development on the regional transportation system.</p>  |   |
| <p><b>2.3.2 Address Housing Options:</b> Demonstrate reasonable progress in provide housing opportunities for all income levels and demonstrate reasonable progress in meeting housing goals.</p> <p><b>2.3.2.1 Periodic Reports.</b> Prepare periodic reports to the Contra Costa Transportation Authority to demonstrate reasonable progress in providing housing opportunities for all income levels.</p> <p><b>2.3.2.2 Impacts on Transportation.</b> Consider the impacts that the local jurisdiction’s land use development policies have on the local, regional, and countywide transportation system, including the level of transportation capacity that can reasonably be provided.</p> <p><b>2.3.2.3 Incorporation into Development Approval Process.</b> Incorporate policies and standards into the development approval process that support transit, bicycle and pedestrian access in new developments.</p> | <p>(See <i>Housing Element: §6.6 – Housing Plan (pg. #6-88 through 6-92 – only certain policies cited)</i> under 2.3 Policies in the MGME)</p> <p><u>Housing Plan (Housing Element Appendix B, pg. #6-1B, Table B-1, “Program Implementation Status”)</u> (<i>Periodic Reports are provided to CCTA via the Biennial Compliance Checklist</i>)</p> <p>(See <i>Policies 4-3</i> under 2.3 Policies in the MGME)</p> <p>(See <i>Policies 4-1 and 5-21</i> under 2.3 Policies in the MGME)</p> |
| <p><b>2.3.3 Participate in On-Going Multi-Jurisdictional Planning:</b> Participation in an on-going multi-jurisdictional planning process with other jurisdictions and agencies, the RTPC, and the Contra Costa Transportation Authority to create a balanced, safe, and efficient transportation system and to manage the impacts of growth.</p> <p><b>2.3.3.1 Action Plans.</b> Work with the RTPC to develop and update Action Plans for Routes of Regional Significance. For the network of designated Routes of Regional Significance, set Multimodal Transportation Service Objectives (MTSOs) for those routes, and identify actions for achieving the MTSOs. The Action Plans also include a process for monitoring and review of the traffic impacts of proposed new developments.</p>  | <p>(See <i>Policies 4-4 and 5-1</i> under 2.3 Policies in the MGME)</p> <p>(see previous)</p>   |

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| MODEL GROWTH MANAGEMENT ELEMENT<br>(MGME) <sup>1</sup> FINAL – RELEASED ON 06-08-07  | CORRESPONDING COUNTY GENERAL PLAN<br>TEXT, GOALS, POLICIES OR PROGRAMS   |
|--|--|
| <p><b>2.3.3.2 Travel Demand Model.</b> Apply the Authority’s travel demand forecasting model and <i>Technical Procedures</i> to the analysis of General Plan Amendments (GPAs) and developments exceeding specified thresholds for their effect on the regional transportation system, including the Action Plan MTSOs.</p> <p><b>2.3.3.3 Interagency Consultation.</b> Circulate traffic impact analyses to affected jurisdictions and to the RTPC for review and comment.</p> <p><b>2.3.3.4 Mitigation Program.</b> Work with the appropriate RTPCs to develop the mitigation program outlined in Section 2.3.1.2 above.</p> <p><b>2.3.3.5 Countywide Transportation Plan.</b> Participate in the preparation of the Authority’s Countywide Comprehensive Transportation Plan and the ongoing countywide transportation planning process.</p> <p><b>Travel Model Support.</b> Help maintain the Authority’s travel demand modeling system by providing information on proposed land use developments and transportation projects, including those projects that the jurisdiction has adopted as part of its five-year CIP.</p> | <p>(None)</p> <p>(See <i>Policies 4-4</i> under 2.3 Policies in the MGME)</p> <p>(See <i>Policy 4-3</i> under 2.3 Policies in the MGME)</p> <p>(None)</p> <p>(See 2.3.3 Participate in On-Going Multi-Jurisdictional Planning and 2.3.3.2 Travel Demand Model in the MGME)</p> |
| <p><b>2.3.4 Adopt an Urban Limit Line (ULL):</b> The local jurisdiction shall adopt a ULL that has been approved by the majority of the voters within the local jurisdiction. The ULL may be either a MAC-ULL, a County ULL, or a Local Voter ULL as defined in the Principles of Agreement (Attachment A) to the Measure J GMP (as amended).</p>  | <p><u><i>Land Use Goals, Policies and Implementation Measures §3.8, pg. #3-34, Policies 3-5, 3-10 and 3-11</i></u></p>   |
| <p><b>2.3.4.1 Applicability.</b> A complying ULL shall be in place through March 31, 2034, which is the end of the Measure J sales tax extension</p>   | <p>(See 2.3.4 Adopt an Urban Limit Line in the MGME)</p>   |
| <p><b>2.3.4.2 Policies.</b> The ULL includes the following policy provisions:<br/><i>[List applicable policies here]</i></p>   | <p>(See 2.3.4 Adopt an Urban Limit Line in the MGME)</p>   |
| <p><b>2.3.5 Develop a Five-Year Capital Improvement Program (CIP).</b> Annually or biennially, prepare and maintain a capital improvement program that outlines the capital projects needed to implement the goals, policies, and programs of this General Plan for the next five years. 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.</p>   | <p>(See <i>Policies 3-7 and 4-1</i> under 2.3 Policies in the MGME)</p>  |

#### 4. Growth Management Program

| <i>MODEL GROWTH MANAGEMENT ELEMENT (MGME)<sup>1</sup> FINAL – RELEASED ON 06-08-07</i>  | <b>CORRESPONDING COUNTY GENERAL PLAN TEXT, GOALS, POLICIES OR PROGRAMS</b>  |
|---|---|
| <p><b>2.3.6 Adopt a Transportation Systems Management (TSM) Ordinance or Resolution:</b> To promote carpools, vanpools, and park and ride lots, the local jurisdiction shall maintain in place an ordinance or resolution that conforms to the model TSM ordinance or resolution that the Authority has drafted and adopted.</p>  | <p>(See Policy 5-24 under 2.3 Policies in the MGME)</p>   |
| <b>3. IMPLEMENTATION PROGRAMS</b>   |   |
| <b>3.1 Development Mitigation Program.</b>  |   |
| <p>The jurisdiction will adopt and implement 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 Comprehensive Transportation Plan.</p> | <p><u>Land Use Goals, Policies and Implementation Measures (Land Use Element §3.8, pg. #4-9)</u></p> <p><u>Goals Policies and Implementation Measures (Growth Management Element §4.4, pg. #4-9, Measure 4-g)</u></p>   |
| <p><b>3.1.1 Local Mitigation Program – Required Mitigation or Fees.</b> The jurisdiction will require development projects to provide local mitigation or fees as established for proposed new development.</p>   | <p><u>Goals Policies and Implementation Measures (Growth Management Element §4.4, pg. #4-11, Measure 4-m and 4-n)</u></p> <p><u>Roadway and Transit Implementation Measures (Transportation and Circulation Element §5.6, pg. #5-17, Measure 5-e)</u></p>   |
| <p><b>3.1.2 Regional Mitigation Program – Required Fees and Exemptions.</b> The jurisdiction will require development projects to pay regional development mitigation fees established by the RTPC in accordance with the RTPC’s adopted program.<br/>[List specific RTMP requirements here]</p>  | <p><u>Goals Policies and Implementation Measures (Growth Management Element §4.4, pgs. #4-8 and 4-9, Measures 4-b and 4-d)</u></p> <p><u>Roadway and Transit Implementation Measures (Transportation and Circulation Element §5.6, pg. #5-17, Measure 5-f)</u></p>  |
| <p><b>3.1.3</b> Analyze the impacts of land use policies and future development on the transportation system by evaluating General Plan Amendments and requiring preparation of traffic impact reports for projects that generate in excess of a specified traffic threshold.</p>   | <p><u>The General Plan Amendment Process (Introduction §1.10, pg. #1-9)</u></p> <p><u>Goal, Policies and Implementation Measures (Growth Management Element §4.4, pgs. #4-8 and 4-9, Measures 4-c through 4-e)</u></p> <p><u>Contra Costa County Guidelines for Administering the California Environmental Quality Act (2010), Appendix M</u></p> |
| <p><b>3.1.4 Use of Measure J Funds.</b> Measure J transportation improvement funds, including the 18% Local Street Maintenance and Improvement Funds, may be used for any eligible transportation purpose. In no case, however, will those funds replace private developer funding for transportation projects determined to be required for new growth to mitigate the impacts it creates.</p>   | <p><u>Goals, Policies and Implementation Measures (Growth Management Element §4.4, pg. #4-9, 4-d)</u></p>   |
| <b>3.2 Address Housing Options.</b>   |   |
| <p>To achieve reasonable progress in providing housing opportunities for all income levels, the local jurisdiction will:<br/>[List specific implementation programs here, or reference programs located in the Housing Element]</p>   | <p><u>Land Use Goals, Policies and Implementation Measures (Land Use Element §3.8, pg. #3-39, Measures 3-ab)</u></p> <p><u>Housing Plan (Housing Element Appendix B, pg. #6-1B, Table B-1, “Program</u></p>   |

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| MODEL GROWTH MANAGEMENT ELEMENT<br>(MGME) <sup>1</sup> FINAL – RELEASED ON 06-08-07   | CORRESPONDING COUNTY GENERAL PLAN<br>TEXT, GOALS, POLICIES OR PROGRAMS   |
|---|--|
|   | <u>Implementation Status”) (Periodic Reports are provided to CCTA via the Biennial Compliance Checklist)</u>   |
| <p><b>3.2.1</b> Prepare a biennial report on the implementation of actions outlined in the local jurisdictions Housing Element, for submittal to CCTA as part of the biennial GMP Compliance Checklist. The report will demonstrate reasonable progress using one of the following three options:</p>   | <p><u>Housing Plan (Housing Element Appendix B, pg. #6-1B, Table B-1, “Program Implementation Status”) (Periodic Reports are provided to CCTA via the Biennial Compliance Checklist)</u></p>   |
| <p><b>3.2.1.1</b> Comparing the number of housing units approved, constructed or occupied within the jurisdiction over the preceding five years with the number of units needed on average each year to meet the housing objectives established in the jurisdictions Housing Element; or</p> <p><b>3.2.1.2</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</p> <p><b>3.2.1.3</b> Illustrating how a jurisdiction’s General Plan and zoning regulations facilitate the improvement and development of sufficient housing to meet those objectives.</p> | <p><u>Goals, Policies and Implementation Measures (Growth Management Element §4.4, pgs. #4-11 through 4-12, “Land Supply/Development Monitoring Analysis”)</u></p> <p>(See 3.2.1.1 in the MGME)</p> <p>(See 3.2.1.1 in the MGME)</p>   |
| <p><b>3.2.2</b> As part of the development review process, support the accommodation of transit, bicycle, and pedestrian access for new development.<br/><i>[List specific procedures]</i></p>  | <p><u>Land Use Goals, Policies and Implementation Measures (Land Use Element §3.8, pg. #3-39 through 3-40, Measures 3-a1 through 3-ao)</u></p> <p><u>Goals Policies and Implementation Measures (Growth Management Element §4.4, pg. #4-9, Measure 4-j)</u></p> <p><u>Roadway and Transit Implementation Measures (Transportation and Circulation Element §5.6, pg. #5-18 through 5-23 (certain Measures only)</u></p> |
| <p><b>3.3 Multi-Jurisdictional Transportation Planning.</b></p>   |  |
| <p>The jurisdiction will participate in multi-jurisdictional transportation planning by participating in activities of the RTPC including development of Regional Route Action Plans and cooperating in the assessment and mitigation of traffic impacts in neighboring jurisdictions when it is believed that local actions contribute to conditions at such intersections.</p>  | <p><u>Goals, Policies and Implementation Measures (Growth Management Element, §4.4 pg. #4-8, Measure 4-b)</u></p>  |



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| MODEL GROWTH MANAGEMENT ELEMENT<br>(MGME) <sup>1</sup> FINAL – RELEASED ON 06-08-07  | CORRESPONDING COUNTY GENERAL PLAN<br>TEXT, GOALS, POLICIES OR PROGRAMS   |
|--|--|
| <p><b>3.3.1 Action Plans for Routes of Regional Significance.</b> The map/list on page ( ) shows Routes of Regional Significance that have been designated by the local jurisdiction in cooperation with the RTPC and the Contra Costa Transportation Authority. The jurisdiction will participate with both agencies in developing and implementing Action Plans for Routes of Regional Significance.</p>   | <p>(See <i>Measure 4-b</i> under 3.3 Multi- Jurisdictional Transportation Planning in the MGME)</p>                |
| <p><b>3.3.2 Travel Demand Modeling.</b> The jurisdiction will apply the Authority’s travel demand model for analysis of General Plan amendments affecting land use or circulation and development projects that generate more than a specified threshold of peak hour trips to determine the effects on the regional transportation system and compliance with the Multimodal Transportation Service Objectives established in the Action Plan applicable to the jurisdiction’s planning area. The jurisdiction also will help maintain the Authority’s travel demand modeling system by providing information on proposed improvements to the transportation system, planned and approved development within the jurisdiction, and long- rang plans relative to ABAG’s projections for households and jobs within the local jurisdiction.</p> | <p><u>Land Use Goals, Policies and Implementation Measures (Land Use Element §3.8, pg. #3-38, Measure 3-o)</u></p> |
| <p><b>3.3.3 Other Planning and Implementation Programs.</b> The jurisdiction will work with the RTPC and the Contra Costa Transportation Authority to help develop other plans, programs and studies to address transportation and growth management issues.</p>   | <p>(None)</p>  |
| <p><b>3.3.4 Conflict Resolution.</b> The jurisdiction will participate in the Contra Costa Transportation Authority’s established conflict resolution process as needed to resolve disputes related to the development and implementation of Actions Plans and other programs described in this Element.</p>   | <p><u>Goals, Policies and Implementation Measures (Growth Management Element §4.4, pg. #4-9, Measure 4-h)</u></p>  |
| <p><b>3.4 Urban Limit Line (ULL).</b></p> <p>The jurisdiction will adopt either a Mutually Agreed-Upon Countywide ULL, a County ULL, or Local Voter ULL consistent with the requirements of the Measure J GMP (as amended by Authority Ordinance 06-04). Urban development is allowed within the line, subject to the policies and standards of the Land Use Element:</p> <p>The ULL can only be amended by a subsequent vote of the electorate; minor adjustments of less than 30 acres may be approved by a majority vote of the local jurisdiction’s legislative body.</p>  | <p><u>Land Use Goals, Policies and Implementation Measures §3.8, pg. #3-38, Measures 3-p through 3-s)</u></p>      |
| <p><b>3.5 Five-Year Capital Improvement Program.</b></p>   |  |
| <p>Capital projects sponsored by the local jurisdiction and necessary to maintain and improve traffic operations will be included in the five- year Capital Improvement Program</p>  | <p>(See <i>Measure 4-g</i> under 3.1 Development Mitigation Program in the MGME)</p>                               |

#### 4. Growth Management Program

| <i>MODEL GROWTH MANAGEMENT ELEMENT<br/>(MGME) <sup>1</sup> FINAL – RELEASED ON 06-08-07</i>  | <b>CORRESPONDING COUNTY GENERAL PLAN<br/>TEXT, GOALS, POLICIES OR PROGRAMS</b> |
|--|--|
| (CIP). Funding sources for such projects as well as intended project phasing will be generally identified in the CIP.  |  |
| <b>3.6 Transportation Systems Management.</b>  |  |
| As part of this growth management program, the jurisdiction will adopt and implement [a Transportation Systems Management (TSM) ordinance] or [a TSM Resolution] or [an alternative mitigation program]. | (See <i>Measure 4-j</i> under 3.2.2 in the MGME)                               |
| <b>GLOSSARY</b>  |  |
|  | (See Land Use Definitions under 2.1 Introduction in the MGME)                  |

## **Measure J GMP Compliance Checklist Attachments**

Reporting Jurisdiction: Contra Costa County

For Fiscal Years 2019-20 and 2020-21

Reporting Period: Calendar Years 2018 & 2019

# Attachment F



**ANNUAL REPORTING FORM  
 for LOCAL STREET MAINTENANCE AND IMPROVEMENTS (LSM) FUNDS  
 (18% LSM FUNDS & 2.09% ADDITIONAL FUNDS)  
 FOR ELIGIBLE EXPENDITURES DURING FISCAL YEAR 2018-19**

Jurisdiction:           **CONTRA COSTA COUNTY**          

If you have any questions regarding this form, please contact Matt Kelly at CCTA, 925-256-4730.  
 Please return the form to CCTA, along with the project detail spreadsheet, Attn: Jackie Reyes (address listed below)

|  | <b>Total for FY 2018-19</b> |
|--|-----------------------------|
| <b>Balance as of July 1, 2018</b>  | 3,605,644                   |
| <b>18% + 2.09% Funds Received during FY 2018-19</b> (actual, not accrued)  | 3,003,048                   |
| <b>Eligible Expenditures</b> (Please describe all expenditures in excess of \$10,000 on the LSM Audit Reporting spreadsheet) |                             |
| Local Street and Roads   | 2,071,000                   |
| Growth Management Planning and Compliance  | 753,925                     |
| Transit Capital and Operations   | N/A                         |
| Trails   |                             |
| Parking Facilities   |                             |
| Transportation Demand Management/Transportation Systems Management   |                             |
| <b>Total Expenditures during FY 2018-19</b>  | 2,824,925                   |
| Funds Remaining  | 3,783,767                   |
| Interest Earned  | 80,655                      |
| <b>Balance as of June 30, 2019</b>   | 3,864,422                   |

Form prepared by:           **VICTORIA ISIP**           Phone:           **925-674-7895**          

Email:           **victoria.isip@dcd.cccounty.us**          

Title:           **ACCOUNTANT**          

Date:           **12/2/19**

| Jurisdiction: Contra Costa County |  | CCTA Measure J Local Streets & Roads Maintenance Audit Reporting Form (for expenditures of \$10,000 or more)  |                               |   |
|-----------------------------------|--|---|-------------------------------|---|
| Reporting Period: FY 2018-2019    |  |   |                               |   |
| Project Type                      | Project Name   | Project Description (Location, Limits)  | Measure J Funds Expended (\$) | Reporting Metric (see instructions)   |
| Local Streets and Roads           | 60170 - Storm Operations (p)                                     | Repair roadway infrastructure due to storm damage caused by 2017 rain events.   | \$ 822,000                    | Perform a range of activities related to storm damage caused by the winter rain events ranging from debris removal, culvert/road/side repair at many sites. |
| Local Streets and Roads           | 6R4079 - Marsh Creek Road Bridge Replacement (Bridge No. 28C141) | Replace Marsh Creek Road Bridge (28C-0141). This bridge needs to be replaced because it has a Caltrans sufficiency rating of 68 and is considered structurally deficient. | \$ 750,000                    | Construction of over \$4.5 million of improvements  |
| Local Streets and Roads           | 6U4145 - Morgan Territory Bridge Scour Repair                    | Repair the scour damage and bank erosion at two bridges located on Morgan Territory Road to address the deteriorating conditions at these two bridges                     | \$ 404,000                    | Construction of over \$0.6 million of improvements  |
| Local Streets and Roads           | 6P0215 - Contra Costa County Safety Action Plan (Vision Zero)    | Establish and adopt "Vision Zero" strategies to eliminate fatalities and severe injuries on the County roadway network  | \$ 30,000                     | Consultant services to provide County with a pathway for adoption of a Vision Zero Plan   |
| Local Streets and Roads           | 6P1081- San Pablo Dam Road Walkability Project - Maintenance     | Operation and maintenance of landscaping installed by San Pablo Dam Road Walkability Project  | \$ 30,000                     | Maintain shrubbery and trees installed as part of project   |
| Local Streets and Roads           | 6P1084 - Parker Avenue Operations and Maintenance of Landscaping | Operation and maintenance of landscaping installed by Parker Avenue Reconstruction Project  | \$ 30,000                     | Maintain median islands, irrigation system and plantings, including shrubbery and trees   |
| Other                             | DCD Staff time   | Staff time related to Measure J-related transportation planning activities.   | \$ 75,384                     | N/A   |
| Other                             | Measure C Growth Management                                      | Compliance with CCTA Growth Management Program, including GMP tracking and maintenance of County GMP checklist, and preparation for Growth Management Element Update      | \$ 635,734                    | N/A   |
| Other                             | Committee Dues   | Dues for various Committees   | \$ 42,807                     | WCCTAC, SWAT, and TRANSPAC  |



CONTRA COSTA  
**transportation  
 authority**

**ANNUAL REPORTING FORM**  
**for LOCAL STREET MAINTENANCE AND IMPROVEMENTS (LSM) FUNDS**  
**(18% LSM FUNDS & 2.09% ADDITIONAL FUNDS)**  
**FOR ELIGIBLE EXPENDITURES DURING FISCAL YEAR 2017-18**

Jurisdiction: CONTRA COSTA COUNTY

If you have any questions regarding this form, please contact Matt Kelly at CCTA, 925-256-4730.  
 Please return the form to CCTA, along with the project detail spreadsheet, Attention: Wilma Van Hook, at the address below

|  | Total for FY 2017-18 |
|--|----------------------|
| Balance as of July 1, 2017   | 2,996,531            |
| 18% + 2.09% Funds Received during FY 2017-18 (actual, not accrued)   | 2,860,811            |
| <b>Eligible Expenditures</b> (Please describe all expenditures in excess of \$10,000 on the LSM Audit Reporting spreadsheet) |                      |
| Local Street and Roads   | 1,775,000            |
| Growth Management Planning and Compliance  | 539,056              |
| Transit Capital and Operations   |                      |
| Trails   |                      |
| Parking Facilities   |                      |
| Transportation Demand Management/Transportation Systems Management   |                      |
| <b>Total Expenditures during FY 2017-18</b>  | <b>2,314,056</b>     |
| Funds Remaining  | 3,543,826            |
| Interest Earned  | 62,358               |
| <b>Balance as of June 30, 2018</b>   | <b>3,605,644</b>     |

Form prepared by: VICTORIA ISIP Phone: 925-674-7895

Email: victoria.isip@dcd.cccounty.us

Title: ACCOUNTANT

Date: 1/24/19

| Jurisdiction: <<ENTER JURISDICTION NAME>> |   | CCTA Measure J Local Streets & Roads Maintenance Audit Reporting Form (for expenditures of \$10,000 or more)  |                               |  |
|---|---|---|-------------------------------|--|
| Reporting Period: Fiscal Year 2017-2018   |   |   |                               |  |
| Project Type                              | Project Name                                    | Project Description (Location, Limits)  | Measure J Funds Expended (\$) | Reporting Metric (see instructions)  |
| Other                                     | DCD Staff time                                  | Staff time related to Measure J-related transportation planning activities.   | \$ 85,503                     | N/A  |
| Other                                     | Measure C Growth Management                     | Compliance with CCTA Growth Management Program, including GMP tracking and maintenance of County GMP checklist, and preparation for Growth Management Element Update  | \$ 411,861                    | N/A  |
| Other                                     | Committee Dues                                  | Dues for various Committees   | \$ 41,692                     | WCCTAC, SWAT, TRANSPAC, and TRANSPLAN  |
| Local Streets and Roads                   | Storm Operations                                | Repair roadway infrastructure due to storm damage caused by 2017 rain events.   | \$ 710,465                    | Perform a range of activities related to storm damage caused by the winter rain events ranging from debris removal, culvert/road/side repair at over 10 sites. |
| Local Streets and Roads                   | Third St Enhancements-Maintenance               | Operation and Maintenance of landscaping installed as part of the Third Street Enhancement Project  | \$ 20,000                     | Maintain median islands, irrigation system and plantings, including shrubbery and trees  |
| Local Streets and Roads                   | Pavement Repairs/Prep                           | Pavement Repair or Preparation would include, but not limited to, activities related to pothole patching, pavement patching, crack sealing, leveling, and base failure repairs, Countywide                                      | \$ 450,000                    | Pavement repair activities at spot locations on approximately 660 miles of the unincorporated roadway network  |
| Local Streets and Roads                   | 6R4052 - Kirker Pass Road Northbound Truck Lane | Engineering and environmental work related to tree removal project in advance of the larger truck climbing lane project.  | \$ 150,000                    | Engineering and Labor associated with over 90 trees removed to clear project right of way for project and utility relocations.                                 |
| Local Streets and Roads                   | 6R4080 - Canal Road Bridge                      | Construction of a new concrete precast/prestressed concrete slab bridge, pavement reconstruction, temporary waterline, drainage improvements, erosion control, signing and striping.  | \$ 240,000                    | Construction of \$1.5M of improvements   |
| Local Streets and Roads                   | 6R4097 - Alhambra valley road project           | Construction of road shoulder widening along Alhambra Valley Road including: roadway excavation and paving, earthwork, storm drain improvements, removal and installation of guardrails, flashing beacon, signing and striping. | \$ 175,000                    | Construction of \$850,000 of improvements  |
| Local Streets and Roads                   | 6R4215 - Parker Avenue Reconstruction           | Operation and maintenance of landscaping installed by Parker Avenue Reconstruction Project  | \$ 23,279                     | Maintain median islands, irrigation system and plantings, including shrubbery and trees  |
|   |   |   |                               |  |
|   |   |   |                               |  |
|   |   |   |                               |  |
|   |   |   |                               |  |
|   |   |   |                               |  |



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Notice of Completion for the Jersey Island Road Bridge Repair Project, Oakley area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/96 accepting as complete the contracted work performed by Vortex Marine Construction, Inc., for the Jersey Island Road Bridge Repair Project, as recommended by the Public Works Director, Oakley area. County Project No. 0662-6U4134, (District III)

**FISCAL IMPACT:**

The Project was funded by 100% Local Road Funds.

**BACKGROUND:**

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of December 9, 2019.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Kevin Emigh  
925-313-2233

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

By: , Deputy

cc:



ATTACHMENTS

Resolution No.

2020/96

Recorded at the request of: Clerk of the Board

Return To: Public Works Department, Design/Construction Division

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

Adopted this Resolution on 03/31/2020 by the following vote:

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

Resolution No. 2020/96

The Board of Supervisors RESOLVES that:

Owner (sole): Contra Costa County, 255 Glacier Drive, Martinez, CA 94553

Nature of Stated Owner: Fee and/or Easement

Project No.: 0662-6U4134

Project Name: Jersey Island Road Bridge Repair Project

Date of Work Completion: December 9, 2019

Description: Contra Costa County on May 21, 2019 contracted with Vortex Marine Construction, Inc., for the work generally consisting of replacing the deteriorated and missing portions of the longitudinal and transverse timber cross bracing members, cleaning and painting existing steel piers and installing fiberglass jackets on timber piles, all in accordance with the plans, drawings, special provisions and/or specifications prepared by or for the Public Works Director and in accordance with the accepted bid proposal. The project was located at Jersey Island Road Bridge in the Oakley area, with Liberty Mutual Insurance Company, as surety, for work to be performed on the grounds of the County; and the Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of December 9, 2019.

Identification of real property: Jersey Island Road Bridge in the Oakley area

Fees: none

Legal References: none

Comments:none

**AIR-41361**

**Consent**

**BOARD OF SUPERVISORS**

**Road & Transportation**

Meeting Date: 03/31/2020

Time (Duration):

Notice of Completion for the Jersey Island Road Bridge Repair Project, Oakley area.

Submitted For: Brian M. Balbas, Public Works Director/Chief Engineer

|                                 |  |                             |                                    |
|---------------------------------|--|-----------------------------|------------------------------------|
| Department:                     | Public Works   | Division:                   | Public Works - Design/Construction |
| Noticed Public Hearing:         | No   | Official Body:              | Board of Supervisors               |
| Presenter/Phone, if applicable: |  | Audio-Visual Needs:         |                                    |
| Handling Instructions:          |  | District:                   | District III                       |
| Contact Person, Phone:          | Kevin Emigh 925-313-2233                                 | Recorded at the Request of: | Clerk of the Board                 |
| Return To:                      | Public Works Department,<br>Design/Construction Division |                             |                                    |

---

### Information

#### Recommendation(s):

ADOPT Resolution No. 2020/96 accepting as complete the contracted work performed by Vortex Marine Construction, Inc., for the Jersey Island Road Bridge Repair Project, as recommended by the Public Works Director, Oakley area. County Project No. 0662-6U4134, (District III)

#### Fiscal Impact:

The Project was funded by 100% Local Road Funds.

#### Background:

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of December 9, 2019.

#### Consequence of Negative Action:

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

#### In the matter of:

The Board of Supervisors RESOLVES that:

Owner (sole): Contra Costa County, 255 Glacier Drive, Martinez, CA 94553

Nature of Stated Owner: Fee and/or Easement

Project No.: 0662-6U4134

Project Name: Jersey Island Road Bridge Repair Project

Date of Work Completion: December 9, 2019

#### Whereas...

Description: Contra Costa County on May 21, 2019 contracted with Vortex Marine Construction, Inc., for the work generally consisting of replacing the deteriorated and missing portions of the longitudinal and transverse timber cross bracing members, cleaning and painting existing steel piers and installing fiberglass jackets on timber piles, all in accordance with the plans, drawings, special provisions and/or specifications prepared by or for the Public Works Director and in accordance with the accepted bid proposal. The project was located at Jersey Island Road Bridge in the Oakley area, with Liberty Mutual Insurance Company, as surety, for work to be performed on the grounds of the County; and the Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of December 9, 2019.

Identification of real property: Jersey Island Road Bridge in the Oakley area

Fees: none Legal References: none Comments:none

Now, therefore, be it resolved...

---

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Attachments

*No file(s) attached.*

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**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Construction Contract for the Countywide Guardrail Upgrade Project, Brentwood, Clayton, and Richmond areas.

---

**RECOMMENDATION(S):**

(1) APPROVE plans, specifications, and design for the Construction Contract for the Countywide Guardrail Upgrade Project, Brentwood, Clayton, and Richmond areas. County Project No. 0662-6R4055, Federal Project No. HSIPL-5928 (145) (District I, III, and IV)

(2) DETERMINE that the bid submitted by Midstate Barrier, Inc. (Midstate Barrier), exceeded the Disadvantaged Business Enterprise Goal for this project and that Midstate Barrier has submitted the lowest responsive and responsible bid for this project

(3) AWARD the construction contract for the above project to Midstate Barrier in the listed amount (\$1,094,100.50) and the unit prices submitted in the bid, and DIRECT that Midstate Barrier shall present two good and sufficient surety bonds, as indicated below, and that the Public Works Director, or designee, shall prepare the contract.

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

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Kevin Emigh  
925-313-2233

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

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

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

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

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

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

FISCAL IMPACT:

The construction contract and associated fees of this project will be funded by 49% Highway Safety Improvement Program, 13% Local Road Funds, and 38% East County Area of Benefit Funds.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Public Works Director. On February 18, 2020, the Public Works Department received bids from the following contractors:

**BIDDER, TOTAL AMOUNT, BOND AMOUNTS**

Midstate Barrier, \$1,094,100.50; Payment: \$1,094,100.50; Performance: \$1,094,100.50

Coral Construction Company, \$1,333,333.00

Frank Medina, \$1,590,525.00

The bidder listed first above, Midstate Barrier, submitted the lowest responsive and responsible bid, which is \$239,232.50 less than the next lowest bid.

This is a federally funded project subject to the County's Disadvantaged Business Enterprise (DBE) Program's goals and requirements. The Public Works Director has determined and reports that the lowest monetary bidder, Midstate Barrier, exceeded the DBE goal for this project. The Public Works Director recommends that the Board determine that Midstate Barrier has complied with the DBE requirements for

this project and recommends that the construction contract be awarded to Midstate Barrier.

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

The Board of Supervisors previously determined that the project is exempt from the California Environmental Quality Act (CEQA) as a Class 15302(c) Categorical Exemption, and a Notice of Exemption was filed with the County Clerk on January 17, 2019.

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

CONSEQUENCE OF NEGATIVE ACTION:

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



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Issue a warrant to Metropolitan Transportation Commission for Pavement Technical Assistance Program Matching Funds

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor’s Office to issue a warrant, in the amount of \$20,000, to Metropolitan Transportation Commission (MTC) for Pavement Technical Assistance Program (P-TAP) matching funds, Countywide. Project No.: 0672-6U2109.

**FISCAL IMPACT:**

100% Local Road Funds

**BACKGROUND:**

Contra Costa County has been selected by the Metropolitan Transportation Commission (MTC) to receive Pavement Technical Assistance Program (P-TAP) funding for pavement distress inspections of unincorporated County roads. Funding for the project will be \$100,000. The Department is required to provide 20% matching funds (\$20,000).

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Kellen O'Connor 925  
313-7039

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

By: , Deputy

cc:



CONSEQUENCE OF NEGATIVE ACTION:

Unincorporated County roads will not receive pavement distress inspection in 2020.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: APPROVE the Happy Valley Road at Bear Creek Road Embankment Repair Project and take related actions under CEQA.

---

**RECOMMENDATION(S):**

APPROVE the Happy Valley Road at Bear Creek Road Embankment Repair Project (Project) and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Lafayette area. [County Project No.0672-6U6215/Federal Project No. ER 32L0(550), DCD-CP#18-05] (District II)

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: \$550,000. 88.53% Emergency Relief Funds (FHWA), 11.47% Local Road Funds.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Sandeep Singh (925)  
313-2022

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

By: , Deputy

cc: Sandeep Singh

## BACKGROUND:

The purpose of this Project is to reconstruct the road embankment at Happy Valley Road. The northbound direction of Happy Valley Road eroded during the 2017 winter storms and has been closed off with concrete k-rails. Two trench plates are placed over the remaining road section to support traffic through the slide area. Traffic has been reduced from a two-way road to a single lane road with stop signs installed on both sides of the slide. Repair of the embankment is necessary to prevent further deterioration of the roadway section and to restore the northbound lane to its original state.

The Project will reconstruct the northbound lane and restore two-way traffic to this portion of the Happy Valley Road. The Project will require installing an approximately 45-foot long soldier pile retaining wall on the east side of the roadway near the limit of the County's right-of-way to support the reconstructed roadway. The piles for the retaining wall will be set via drilling; no pile driving will occur. The anticipated excavation depth is 47 feet for the piles and approximately 8 feet at the base of the retaining wall where precast concrete laggings will be installed. Two new drainage inlets and a new culvert pipe connecting the inlets will be installed underneath an existing driveway on the west side of the road where slide occurred. During construction, there will likely be a 40-day full road closure at the Project site that will create an approximately 11.5-mile detour with a 20-minute delay around the Project site. Equipment staging will occur on East Bay Municipal Utility District parcel located on the west side of the road, across from the slide area. Temporary construction easement will be required. Some vegetation removal including trimming of the existing tree canopy above the proposed retaining wall will be required; any roots exposed during construction activities will be clean cut. Roadway surface drainage patterns will be restored to previous conditions. Construction is currently anticipated to occur in the summer of 2021 and take approximately 45 days to complete.

## CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the Project will result in a delay of design, construction, and jeopardize FHWA Emergency Relief funding.

## ATTACHMENTS

CEQA Document

PUBLIC WORKS DEPARTMENT  
INITIAL STUDY OF  
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: 0672-6U6215  
CP# 18-05

PROJECT NAME: Happy Valley Road at Bear Creek Road Embankment Repair

PREPARED BY: Sandeep Singh, Environmental Services Division <sup>AS</sup> DATE: February 20, 2020

APPROVED BY: Telma B. Moreira DATE: 2/20/2020

**RECOMMENDATIONS:**

- Categorical Exemption: §15301 [Class 1(c)]  Negative Declaration  
 Environmental Impact Report Required  Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of the repair of an existing street with no expansion of use, pursuant to section 15301(c) of the State CEQA Guidelines.

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

|  |                              |                              |
|--|------------------------------|------------------------------|
| USGS Quad Sheet: <b>Briones Valley</b> | Base Map Sheet #: <b>M10</b> | Parcel #: <b>365-220-023</b> |
|--|------------------------------|------------------------------|

**GENERAL CONSIDERATIONS:**

1. **Location:** The project is located on Happy Valley Road, about 0.2 miles east of Bear Creek Road north of the City of Lafayette, in central Contra Costa County [Figures 1 and 2].

2. **Project Description:**

The purpose of this Project is to reconstruct the road embankment at Happy Valley Road. The northbound direction of Happy Valley road eroded during the 2017 winter storms and has been closed off with concrete k-rails. Two trench plates were placed over the remaining road section to support traffic through the slide area. Traffic has been reduced from a two-way road to a single lane road with stop signs installed on both sides of the slide. Repair of the embankment is necessary to prevent further deterioration of the roadway section and to restore the northbound lane to its original state.

The Project will reconstruct the northbound lane and restore two-way traffic to this portion of the Happy Valley Road. The Project will require installing an approximately 45-foot long soldier pile retaining wall on the east side of the roadway near the limit of the County's right-of-way to support the reconstructed roadway. The piles for the retaining wall will be set via drilling; no pile driving will occur. The anticipated excavation depth is 47 feet for the piles and approximately 8 feet at the base of the retaining wall where precast concrete laggings will be installed. Two new drainage inlets and a new culvert pipe connecting the inlets will be installed underneath an existing driveway on the west side of the road where slide occurred. During construction, there will likely be a 40-day full road closure at the Project site that will create an approximately 11.5-mile detour with a 20-minute delay around the Project site. Equipment staging will occur on East Bay Municipal Utility District parcel located on the west side of the road, across from the slide area. Temporary construction easement will be required. Some vegetation removal including trimming of the existing tree canopy above the proposed retaining wall will be required; any roots exposed during construction activities will be clean cut. Roadway surface drainage patterns will be restored to previous conditions. Construction is currently anticipated to occur in the summer of 2021 and take approximately 45 days to complete.

Appropriate Best Management Practices (BMPs) will be implemented during construction. Utility adjustments or relocation may be necessary in support of the project. Real Property transactions, including right-of-way acquisition may be necessary in support of this project.

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

**PUBLIC WORKS DEPARTMENT  
INITIAL STUDY OF  
ENVIRONMENTAL SIGNIFICANCE**

Yes  No  maybe (Nature of concern):

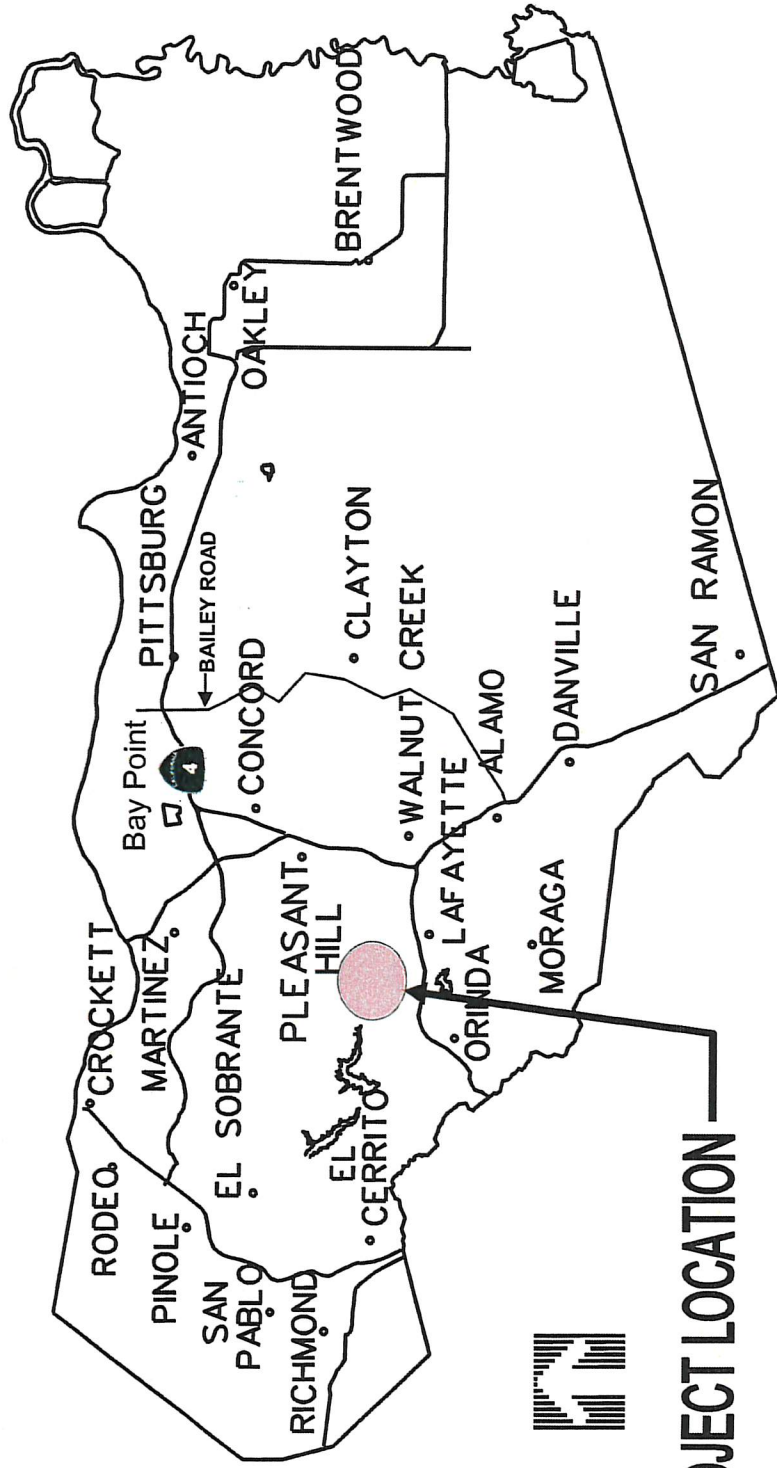
**4. Will the project require approval or permits by other than a County agency?**

Yes  No

**5. Is the project within the Sphere of Influence of any city? No**

Figure 1

# CONTRA COSTA COUNTY CALIFORNIA



**PROJECT LOCATION**

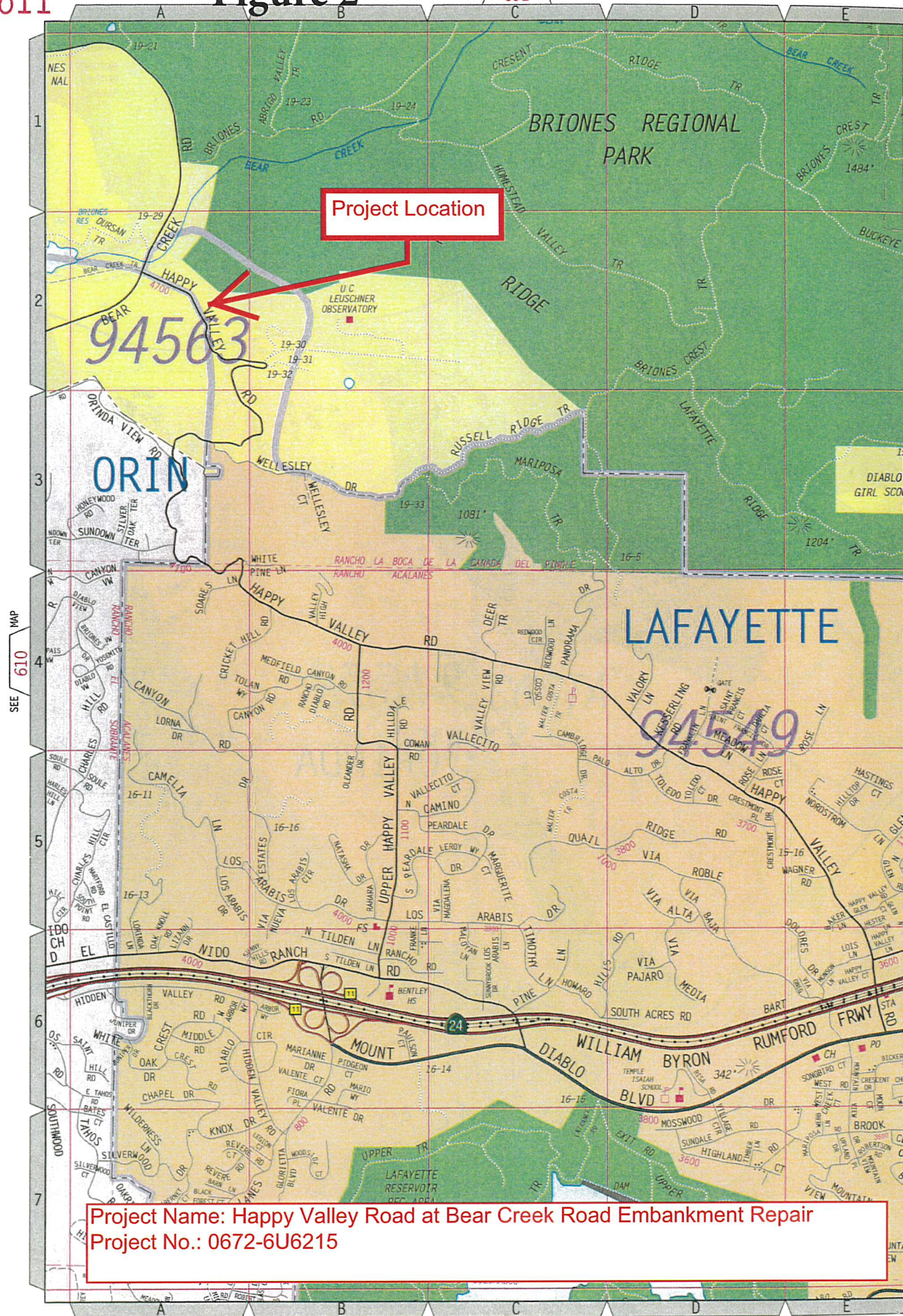
Contra Costa County  
**Public Works**  
D e p a r t m e n t

**PROJECT LOCATION MAP**

**Happy Valley Road at Bear Creek Road Embankment Repair**

255 GLACIER DRIVE, MARTINEZ, CA 94553 PH: (925)313-2000 FAX: (925)313-2333

DB: JH CB: DATE: JAN 18 SHEET 1 OF 1



**Project Name: Happy Valley Road at Bear Creek Road Embankment Repair**  
**Project No.: 0672-6U6215**

**CALIFORNIA ENVIRONMENTAL QUALITY ACT  
Notice of Exemption**

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

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

County Clerk  
County of: Contra Costa

**Project Title: Happy Valley Road at Bear Creek Road Embankment Repair  
Project No. 0672-6U6215, CP#18-05**

**Project Applicant: Contra Costa County Public Works Department,  
255 Glacier Drive Martinez, CA 94553**

**Project Location:** On Happy Valley Road, about 0.2 miles east of Bear Creek Road, north of the City of Lafayette in central Contra Costa County

**Lead Agency: Contra Costa County Department of Conservation and Development**

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

The purpose of this Project is to reconstruct the road embankment at Happy Valley Road. The northbound direction of Happy Valley road eroded during the 2017 winter storms and has been closed off with concrete k-rails. Two trench plates were placed over the remaining road section to support traffic through the slide area. Traffic has been reduced from a two-way road to a single lane road with stop signs installed on both sides of the slide. Repair of the embankment is necessary to prevent further deterioration of the roadway section and to restore the northbound lane to its original state.

The Project will reconstruct the northbound lane and restore two-way traffic to this portion of the Happy Valley Road. The Project will require installing an approximately 45-foot long soldier pile retaining wall on the east side of the roadway near the limit of the County's right-of-way to support the reconstructed roadway. The piles for the retaining wall will be set via drilling; no pile driving will occur. The anticipated excavation depth is 47 feet for the piles and approximately 8 feet at the base of the retaining wall where precast concrete laggings will be installed. Two new drainage inlets and a new culvert pipe connecting the inlets will be installed underneath an existing driveway on the west side of the road where slide occurred. During construction, there will likely be a 40-day full road closure at the Project site that will create an approximately 11.5-mile detour with a 20-minute delay around the Project site. Equipment staging will occur on East Bay Municipal Utility District parcel located on the west side of the road, across from the slide area. Temporary construction easement will be required. Some vegetation removal including trimming of the existing tree canopy above the proposed retaining wall will be required; any roots exposed during construction activities will be clean cut. Roadway surface drainage patterns will be restored to previous conditions. Construction is currently anticipated to occur in the summer of 2021 and take approximately 45 days to complete.

Appropriate Best Management Practices (BMPs) will be implemented during construction. Utility adjustments or relocation may be necessary in support of the project. Real Property transactions, including right-of-way acquisition may be necessary in support of this project.

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

**Exempt Status:**

- Ministerial Project (Sec. 21080(b)(1); 15268);  Categorical Exemption: 15301 Class 1(c)  
 Declared Emergency (Sec. 21080(b)(3); 15269(a));  Other Statutory Exemption, Code No.: \_\_\_\_\_  
 Emergency Project (Sec. 21080(b)(4); 15269(b)(c));  Common Sense Exemption [Section 15061 (b)(3)]

**Reasons why project is exempt:** The project consists of the repair of an existing street with no expansion of use, pursuant to Section 15301(c) of the CEQA guidelines.

Lead Agency Contact Person: **Sandeep Singh - Public Works Dept.** Area Code/Telephone/Extension: **(925) 313-2022**

If filed by applicant:

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

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

**Contra Costa County Department of Conservation and Development**

- Signed by Lead Agency  Signed by Applicant

| AFFIDAVIT OF FILING AND POSTING  |       |
|--|-------|
| I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date. |       |
| Signature  | Title |

**Applicant:**  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
**Attn: Sandeep Singh**  
Environmental Services Division  
Phone: (925) 313-2022

**Department of Fish and Game Fees Due**  
 EIR - \$3,343.<sup>25</sup>  
 Neg. Dec. - \$2,406.<sup>75</sup>  
 DeMinimis Findings - \$0  
 **County Clerk - \$50**  
 **Conservation & Development - \$25**

**Total Due: \$75**  
Total Paid \$ \_\_\_\_\_  
Receipt #: \_\_\_\_\_





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Advertise the 2020 On-Call Vegetation Management Services Contract(s) for Various Road, Flood Control, Airport, and Facilities Maint. Work, Countywide

---

**RECOMMENDATION(S):**

AUTHORIZE the Public Works Director, or designee, to advertise for the 2020 On-Call Vegetation Management Services Contract(s) for Various Road, Flood Control, Airport, and Facilities Maintenance Work, for routine pest and vegetation management at existing road, flood control, airport, and county facilities, Countywide.

**FISCAL IMPACT:**

100% Local Road, Flood Control District, Airport Enterprises, and Facilities Funds.

**BACKGROUND:**

The Public Works Department will use the On-Call Vegetation Management Services Contract(s) for Various Road, Flood Control, Airport, and Facilities Maintenance Work to provide supplemental services as needed to the Public Works Maintenance personnel for routine road, flood control, airport, and facilities maintenance

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Ron Thai 925  
313-7003

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

in various locations throughout Contra Costa County.

The Public Works Department intends to award at least one \$600,000 contract, but not more than three \$600,000 contracts to the responsible bidder(s). Each contract will have a term of one year with the option of two one-year extensions and will be used as needed with no minimum amount that has to be spent.

CONSEQUENCE OF NEGATIVE ACTION:

The Public Works Department will not receive supplemental vegetation management services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Construction Contract for the Rodeo Downtown Infrastructure Project, Rodeo area.

---

**RECOMMENDATION(S):**

- (1) APPROVE plans, specifications, and design for the Rodeo Downtown Infrastructure Project, Rodeo area. (County Project No. 0662-6R4125) (District V)
- (2) DETERMINE that Kerex Engineering, Inc. (“Kerex”) the lowest monetary bidder, has complied with the requirements of the County’s Outreach Program and has exceeded the Mandatory Subcontracting Minimum for this project, as provided in the project specifications; and FURTHER DETERMINE that Kerex has submitted the lowest responsive and responsible bid for the project.
- (3) AWARD the construction contract for the above project to Kerex in the listed amount (\$774,922.50) and the unit prices submitted in the bid, and DIRECT that Kerex shall present two good and sufficient surety bonds, as indicated below, and that the Public Works Director, or designee, shall prepare the contract.
- (4) ORDER that, after the contractor has signed the contract and returned it, together with the bonds as noted below and any required certificates of insurance or other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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

Contact: Kevin Emigh  
925-313-2233

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

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

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

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

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

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

FISCAL IMPACT:

The Project will be funded by 23% Measure J Funds and 77% Local Road Funds.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Public Works Director. On February 25, 2020 the Public Works Department received bids from the following contractors:

BIDDER, TOTAL AMOUNT, BOND AMOUNTS

Kerex Engineering, Inc.: \$774,922.50; Payment: \$774,922.50; Performance: \$774,922.50

GradeTech, Inc.: \$997,777.00

Ghilotti Bros., Inc.: \$999,998.00

ERA Construction Inc.: \$1,123,834.50

Sposeto Engineering, Inc.: \$1,161,550.00

W.R. Forde Associates, Inc.: \$1,265,319.00

Granite Rock Company: \$1,271,753.75

Serafix Engineering Contractors, Inc.: \$1,356,200.00

The Public Works Director has reported that Kerex documented an adequate good faith effort to comply with the requirements of the County's Outreach Program and exceeded the Mandatory Subcontracting Minimum, and the Public Works Director recommends that the construction contract be awarded to Kerex.

The Public Works Director recommends that the bid submitted by Kerex is the lowest responsive and responsible bid, which is \$222,854.50 less than the next lowest bid, and this Board concurs and so finds.

The Board of Supervisors previously determined that the project is exempt from the California Environmental Quality Act (CEQA) as a Class 1(c) Categorical Exemption, and a Notice of Determination was filed with the County Clerk on August 15, 2018.

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

CONSEQUENCE OF NEGATIVE ACTION:

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Construction Contract for the San Pablo Dam Road Traffic Safety Improvements Project, Orinda and Richmond areas.

---

**RECOMMENDATION(S):**

- (1) APPROVE plans, specifications, and design for the San Pablo Dam Road Traffic Safety Improvements Project, Orinda and Richmond area. County Project No. 0662-6R4151, Federal Project No. HSIPL-5928(142) (District I and II)
- (2) DETERMINE that Sposeto Engineering, Inc. (“Sposeto Engineering”), the lowest monetary bidder, submitted a non-responsive bid by failing to comply with the requirements of the County’s Disadvantaged Business Enterprise (“DBE”) Program, as provided in the project specifications; and REJECT the bid on that basis.
- (3) DETERMINE that FBD Vanguard Construction, Inc. (“FBD Vanguard”), the second lowest monetary bidder, has complied with the requirements of the County’s DBE Program for this project as provided in the project specifications; and FURTHER DETERMINE that FBD Vanguard has submitted the lowest responsive and responsible bid for this project.
- (4) AWARD the construction contract for the above project to FBD Vanguard in the listed amount (\$1,270,202.80: Base Bid plus Additive No. 1) and the unit prices submitted in the bid, and DIRECT that FBD Vanguard shall present two good and sufficient surety bonds, as indicated below, and that the Public Works Director, or designee, shall prepare the contract.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Kevin Emigh  
925-313-2233

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

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

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

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

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

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

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

FISCAL IMPACT:

The construction contract and associated fees of this project will be funded by 65% HSIP Grant Funds and 35% Local Road Funds.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Public Works Director. On February 18, 2020, the Public Works Department received bids from the following contractors:

**BIDDER, TOTAL AMOUNT, BOND AMOUNTS**

Sposeto Engineering, Inc., \$1,215,651.50

FBD Vanguard Construction, Inc., \$1,270,202.80; Payment: \$1,270,202.80; Performance: \$1,270,202.80

CF Contracting, Inc., \$1,381,542.50

Ghilotti Bros., Inc., \$1,421,335.00

This is a federally funded project subject to the County's Disadvantaged Business Enterprise (DBE)

Program's goals and requirements. The Public Works Director has determined and reports that the lowest monetary bidder, Sposeto Engineering, failed to meet the 16% DBE goal for this project and failed to submit an adequate good faith effort to comply with the requirements for this project. The Public Works Director recommends rejection of the bid submitted by Sposeto Engineering.

The second bidder listed above, FBD Vanguard, submitted the lowest responsive and responsible bid, which is \$111,340.30 less than the next lowest bid.

On March 4, 2020 Sposeto Engineering was notified in writing of the Public Work Director's determination (see Attachment A). Sposeto Engineering did not appeal the determination, as provided in the project specifications.

The Public Works Director has determined that FBD Vanguard exceeded the DBE goal for this project and recommends that the construction contract be awarded to by FBD Vanguard.

The Public Works Director recommends that the bid submitted by FBD Vanguard is the lowest responsive and responsible bid, which is \$111,339.70 less than the next lowest bid, and this Board concurs and so finds.

The Board of Supervisors previously determined that the project is exempt from the California Environmental Quality Act (CEQA) as a Class 15301(c) Categorical Exemption, and a Notice of Exemption was filed with the County Clerk on January 17, 2019.

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

CONSEQUENCE OF NEGATIVE ACTION:

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





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Construction Contract for the Walnut Creek Crosswalk Improvements Project, Walnut Creek area(s).

---

**RECOMMENDATION(S):**

(1) APPROVE plans, specifications, and design for the Walnut Creek Crosswalk Improvements Project, Walnut Creek area(s). County Project No. 0662-6R4154, Federal Project No. HSIPL-5928 (144) (District II and IV)

(2) DETERMINE that the bid submitted by Columbia Electric, Inc. (Columbia Electric), exceeded the Disadvantaged Business Enterprise Goal for this project and that Columbia Electric has submitted the lowest responsive and responsible bid for this project.

(3) AWARD the construction contract for the above project to Columbia Electric in the listed amount (\$199,883.00) and the unit prices submitted in the bid, and DIRECT that Columbia Electric shall present two good and sufficient surety bonds, as indicated below, and that the Public Works Director, or designee, shall prepare the contract.

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

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Kevin Emigh  
925-313-2233

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

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

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

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

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

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

FISCAL IMPACT:

The construction contract and associated fees of this project will be funded by 37.8% Highway Safety Improvement Program, 10.7% TDA, and 51.5% Local Road Funds.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Public Works Director. On February 25, 2020, the Public Works Department received bids from the following contractors:

BIDDER, TOTAL AMOUNT, BOND AMOUNTS

Columbia Electric, \$199,883.00; Payment: \$199,883.00; Performance: \$199,883.00

Burch Construction Company, \$220,400.00

Mike Brown Electric Co, Inc., \$234,275.00

Gruendl Inc., d/b/a Ray's Electric: \$299,388.00

Construction H, Inc.: \$346,763.95

The bidder listed first above, Columbia Electric, submitted the lowest responsive and responsible bid, which is \$20,517.00 less than the next lowest bid.

This is a federally funded project subject to the County's Disadvantaged Business Enterprise (DBE) Program's goals and requirements. The Public Works Director has determined and reports that the lowest monetary bidder, Columbia Electric, exceeded the DBE goal for this project. The Public Works Director recommends that the Board determine that Columbia Electric has complied with the DBE requirements for this project and recommends that the construction contract be awarded to Columbia Electric.

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

The Board of Supervisors previously determined that the project is exempt from the California Environmental Quality Act (CEQA) as a Class 15301(c) Categorical Exemption, and a Notice of Exemption was filed with the County Clerk on February 8, 2017.

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

CONSEQUENCE OF NEGATIVE ACTION:

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Establish speed limits on Camino Diablo (Road No. 7941), Byron area.

---

**RECOMMENDATION(S):**

RESCIND Traffic Resolution No. 2009/4303, and ADOPT Traffic Resolution No. 2020/4492 to establish speed limits on Camino Diablo (Road No. 7941), as recommended by the Public Works Director, Byron area. (District III)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Camino Diablo is classified as a minor arterial roadway by the Federal Highway Administration. Such a classification requires that the speed limit be set according to standards set by the California Manual on Uniform Traffic Control Devices (CA MUTCD) and California Vehicle Code (CVC) 22358, if the speed limit is to be set lower than the prima facie speed limit of 55 mph. This requires an Engineering and Traffic Survey (E&TS) to be conducted to establish an appropriate speed limit. On January 28, 2020, January 29, 2020 and January 30, 2020, an E&TS was conducted accordingly to established traffic engineering standards on three sections of Camino Diablo. Based on the results of the E&TS, the Traffic Engineer recommends the establishment of a speed limit of 50 mph for the portion of Camino Diablo between Marsh Creek Road and Vasco Road in Byron, and thence 45 mph from Vasco Road to 400' west

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Monish Sen,  
925.313.2187

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of McCabe Road in Byron, and thence 30 mph from 400' west of McCabe Road to Byron Highway in Byron. The 50 mph and 45 mph portions are two-lane, primarily rural/farming area divided by a painted centerline. The 30 mph portion is a two-lane, primarily farming and residential area divided by a painted centerline. This action will allow local law enforcement agencies to enforce the speed limits on Camino Diablo.

CONSEQUENCE OF NEGATIVE ACTION:

Law enforcement would not be able to enforce speed limits on Camino Diablo.

ATTACHMENTS

Traffic Resolution 2020/4492

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

Adopted this Traffic Resolution on March 31, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2020/4492  
Supervisorial District III

---

SUBJECT: Establish speed limits on Camino Diablo (Road No. 7941), Byron area.

The Contra Costa County Board of Supervisors RESOLVES that:

On the basis of an Engineering and Traffic Survey and recommendations thereon by the County Public Works Department's Transportation Engineering Division, and pursuant to County Ordinance Code Sections 46-2.002 - 46-2.012, the following traffic regulation is established (and other action taken as indicated):

Pursuant to Section 22358 of the California Vehicle Code, the following speed limits are established for the unincorporated portions of Camino Diablo (Road No. 7941), Byron area.

50 miles per hour, beginning at the intersection of Marsh Creek Road (Road No. 3971A) and extending easterly to Vasco Road (Road No. 7711B), and

45 miles per hour, beginning at the intersection of Vasco Road (Road No. 7711B) and extending easterly to a point 400 feet west of McCabe Road (Private), and

30 miles per hour, from a point 400 feet west of McCabe Road (Private) and extending easterly to the intersection of Byron Highway (Road No. 9621).

Traffic Resolution No. 2020/4492 pertaining to the existing speed limits is hereby rescinded.

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

MS:sr  
Orig. Dept.: Public Works (Traffic)  
Contact: Monish Sen, (925) 313-2187  
cc: California Highway Patrol  
Sheriff's Department

ATTESTED: \_\_\_\_\_  
DAVID TWA, Clerk of the Board of Supervisors and  
County Administrator



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Approving the seventh extension of the Subdivision Agreement for subdivision SD03-08744, Martinez area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/82 approving the seventh extension of the Subdivision Agreement for subdivision SD03-08744, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Martinez area. (District V)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The termination date of the Subdivision Agreement needs to be extended. The developer has not completed the required improvements and has requested more time. (Approximately 0% of the work has been completed to date.) By granting an extension, the County will give the developer more time to complete his improvements and keeps the bond current.

**CONSEQUENCE OF NEGATIVE ACTION:**

The termination date of the Subdivision Agreement will not be extended

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Randolph Sanders  
(925)313-2111

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

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION: (CONT'D)

and the developer will be in default of the agreement, requiring the County to take legal action against the developer and surety to get the improvements installed, or revert the development to acreage

ATTACHMENTS

Resolution No. 2020/82

Subdivision Agreement Extension



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

Adopted this Resolution on 03/31/2020 by the following vote:

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



**Resolution No. 2020/82**

IN THE MATTER OF approving the seventh extension of the Subdivision Agreement for subdivision SD03-08744, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Martinez area. (District V)

WHEREAS the Public Works Director having recommended that he be authorized to execute the seventh agreement extension which extends the subdivision improvement agreement between Discovery Builders, Inc. and the County for construction of certain improvements in subdivision SD03-08744, Martinez area, through August 14, 2020.

APPROXIMATE PERCENTAGE OF WORK COMPLETE: 0%

ANTICIPATED DATE OF COMPLETION: December 2022

BOND NO.: 6503332 Date: July 24, 2007

REASON FOR EXTENSION: Housing DRB package needs updated market design and product revisions.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

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

**Contact: Randolph Sanders (925)313-2111**

**ATTESTED: March 31, 2020**

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

By: , Deputy

**cc:** Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Joshua Laranang- Engineering Services, Cinda Tovar- Design & Construction, Ruben Hernandez - DCD, Discovery Builders, Inc., Safeco Insurance Company of America, T-06/14/2020

**CONTRA COSTA COUNTY**  
**SUBDIVISION AGREEMENT EXTENSION**

**Development Number:** SD03-08744  
**Developer:** Discovery Builders, Inc.  
**Original Agreement Date:** August 14, 2007  
**Seventh Extension New Termination Date:** August 14, 2020

**Improvement Security**

**SURETY:** Safeco Insurance Company of America

**BOND No.** 6503332

**Date:** July 24, 2007

**Security Type**

**Security Amount**

**Cash:**

**\$ 5,100.00 (1% cash, \$1,000 Min.)**

**SURETY BOND:**

**\$ 505,800.00 (Performance)**

**\$ 255,400.00 (Labor & Material)**

The Developer and the Surety desire this Agreement to be extended through the above date; and Contra Costa County and said Surety hereby agree thereto and acknowledge same.

Dated: October 11, 2019

Dated: 10-15-19

FOR CONTRA COSTA COUNTY  
Brian M. Balbas, Public Works Director



Developer's Signature(s)

Albert D. Seeno, III, CEO

Printed

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

Developer's Signature(s)

Printed

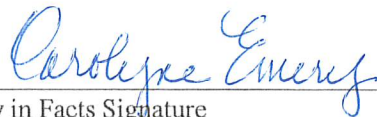
RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
(Engineering Services Division)

Address  
Safeco Insurance Company of America  
Surety or Financial Institution

175 Berkeley Street, Boston, MA 02116

Address

By:   
Attorney in Facts Signature

Carolyn Emery, Attorney-in-Fact

Printed

*(NOTE: Developer's, Surety's and Financial Institution's Signatures must be Notarized.)*

FORM APPROVED: Victor J. Westman, County Counsel

After Approval Return to Clerk of the Board

## 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.

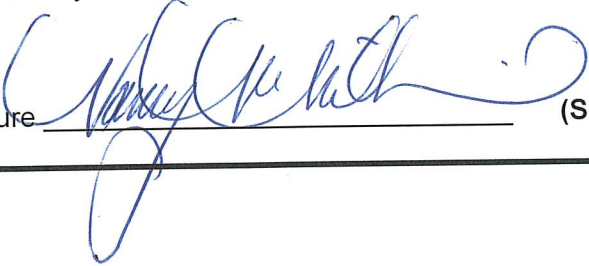
State of California  
County of Contra Costa )

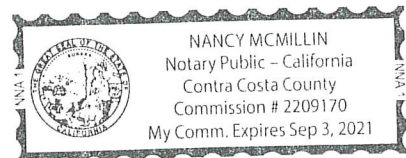
On October 15th, 2019 before me, Nancy McMillin, Notary Public  
(insert name and title of the officer)

personally appeared Albert D. Seeno, III,  
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  (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.

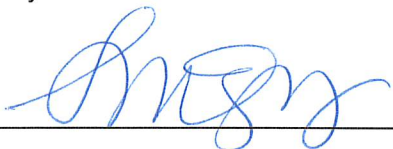
State of California  
County of San Francisco )

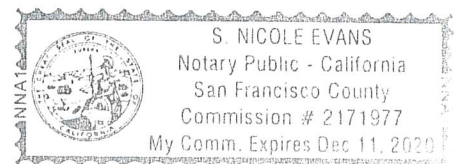
On OCTOBER 11, 2019 before me, S. Nicole Evans, Notary Public  
(insert name and title of the officer)

personally appeared Carolyn S. Emery-----,  
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  (Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8191100

American States Insurance Company  
First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American States Insurance Company is a corporation duly organized under the laws of the State of Indiana, that First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carolyn Emery; S. Nicole Evans; Frances M. Murphy; Bradley N. Wright

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of August, 2018.



American States Insurance Company  
First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of August, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of OCTOBER, 2019.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Terminating Road Improvement Agreement (Norris Canyon Road Trail Crossing) Resolution No. 2001/329 for subdivision SD91-07575, San Ramon area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/97 terminating Road Improvement Agreement (Norris Canyon Road Trail Crossing) Resolution No. 2001/329 for subdivision SD91-07575, for a project developed by Toll Brothers, Inc., as recommended by the Public Works Director, San Ramon area. (District II)

**FISCAL IMPACT:**

100% Developer Fees.

**BACKGROUND:**

On behalf of the East Bay Regional Park District, the County imposed a

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Randy Sanders  
(925)313-2111

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

By: , Deputy

BACKGROUND: (CONT'D)

condition of approval on Subdivision SD91-07575 for the installation of a flashing beacon on Norris Canyon Road for a future trail crossing. The location was unresolved at the time the Final Map was filed. A Road Improvement Agreement and bond were posted as security (Resolution 2001/329). As the trail location is still unresolved after nearly twenty years, the District and Toll Brothers, Inc. have agreed to terms for cash payment in lieu of construction of physical improvements. East Bay Regional Park District has received \$45,000.00 from Toll Brothers, Inc. as payment for a beacon. The Road Improvement Agreement is no longer obligatory and should be terminated.

CONSEQUENCE OF NEGATIVE ACTION:

The Road Improvement Agreement and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

ATTACHMENTS

Resolution No. 2020/97

Letters- Flash Beacon, Cash Bond

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

Adopted this Resolution on 03/31/2020 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2020/97**

IN THE MATTER OF: Terminating Road Improvement Agreement (Norris Canyon Road Trail Crossing) resolution no. 2001/329 for subdivision SD91-07575, for a project developed by Toll Brothers, Inc., as recommended by the Public Works Director, San Ramon area. (District II)

WHEREAS, in 2001, this board accepted the Road Improvement Agreement (resolution no. 2001/329) with Toll Brothers, Inc., to guarantee installation of trail crossing improvements (beacon) on Norris Canyon Road.

WHEREAS, the trail crossing improvements was a condition of approval imposed on SD91-07575 by the County on behalf of the East Bay Regional Park District.

WHEREAS, the location of the trail crossing has not yet been resolved, and East Bay Regional Park District and Toll Brothers, Inc., have agreed to terms for \$45,000 cash payment in lieu of improvements.

WHEREAS, on March 31, 2020, this Board resolved that the Road Improvement Agreement (Norris Canyon Road Trail Crossing) resolution no. 2001/329 is no longer obligatory with Toll Brothers, Inc., and now on the recommendation of the Public Works Director;

NOW THEREFORE, BE IT RESOLVED that the Road Improvements Agreement and surety bond, Bond No. 929208207, dated July 9, 2001, issued by The Continental Insurance Company, are EXONERATED.

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

**ATTESTED: March 31, 2020**

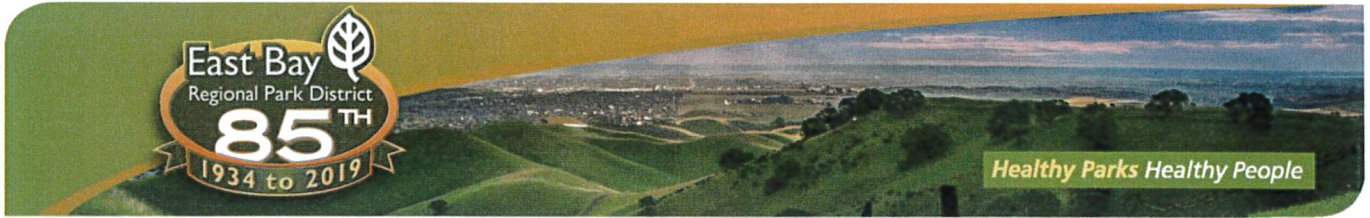
David J. Twa, County Administrator and Clerk of the Board of Supervisors

**Contact: Randy Sanders (925)313-2111**

By: , Deputy

**cc:** Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Cinda Tovar- Design & Construction, Chris Hallford -Mapping, Michael Mann- Finance, Ruben Hernandez - DCD, Toll Brothers, Inc., Continental Insurance Company





2950 PERALTA OAKS COURT • OAKLAND • CALIFORNIA • 94605-0381 • T: 1-888-EBPARKS • F: 510-569-4319 • TRS RELAY: 711 • EBPARKS.ORG

December 11, 2019

Slava Gospodchikov, Division Manager  
Contra Costa County Engineering Services Division  
255 Glacier Drive  
Martinez, CA 94553

**Re: Flashing Beacon – Subdivision SD91-07575**

Dear Mr. Gospodchikov:

The East Bay Regional Park District has received the \$45,000 bond payment for the Road Acceptance (Norris Canyon Trail Crossing) entered into with the County on July 17, 2001, resolution number 2001/329, for the flashing beacon as part of SD91-07575.

Feel free to contact me at [sdougan@ebparks.org](mailto:sdougan@ebparks.org) or (510) 544-2611 if you would like to discuss this further.

Sincerely,

Sean Dougan  
Trails Development Program Manager  
East Bay Regional Park District

Board of Directors

---

|                                     |   |                                    |                                     |                          |                         |                        |                                    |
|-------------------------------------|---|------------------------------------|-------------------------------------|--------------------------|-------------------------|------------------------|------------------------------------|
| Ayn Wieskamp<br>President<br>Ward 5 | Ellen Corbett<br>Vice-President<br>Ward 4 | Dee Rosario<br>Treasurer<br>Ward 2 | Colin Coffey<br>Secretary<br>Ward 7 | Whitney Dotson<br>Ward 1 | Dennis Waespi<br>Ward 3 | Beverly Lane<br>Ward 6 | Robert E. Doyle<br>General Manager |
|-------------------------------------|---|------------------------------------|-------------------------------------|--------------------------|-------------------------|------------------------|------------------------------------|



Contra Costa County  
Public Works  
Department

Brian M. Balbas, Director  
Deputy Directors  
Stephen Kowalewski, Chief  
Allison Knapp  
Warren Lai  
Carrie Ricci  
Joe Yee

October 14, 2019 **RECEIVED**

Steve Savage, Vice President  
Toll Brothers  
6800 Koll Center Parkway #300  
Pleasanton, CA 94566

OCT 23 2019

**NoCal Division**

Re: Flashing Beacon – Subdivision SD91-07575

Dear Mr. Savage,

Contra Costa County Public Works has received your request to exonerate the \$45,000.00 bond for the Road Acceptance (Norris Canyon Trail Crossing) entered into with the County on July 17, 2001, resolution number 2001/329, for the East Bay Regional Park District (EBRPD) flashing beacon as part of SD91-07575. Per email confirmation from Sean Dougan of EBRPD dated September 11, 2019, EBRPD is in agreement with accepting \$45,000.00 cash in lieu of Toll Brothers constructing the flashing beacon improvement. Upon receiving confirmation that EBRPD has received the payment, Public Works will schedule a board order for the next available Board date for the exoneration of the \$45,000.00 bond, Bond Number 929208207 with the Continental Insurance Company.

If you have any questions, please contact me at (925) 313-2316, or Randolph Sanders at (925) 313-2111.

Sincerely,

Slava Gospodchikov, PE  
Division Manager  
Engineering Services Division

SG:RS:ss

G:\engsvc\Land Dev\SD\SD 7575\Flashing Beacon\Bond Exoneration Letter of Understanding.docx

c: J. LaRocque, Engineering Services  
R. Sanders, Engineering Services  
L. Mangabay, Finance  
Sean Dougan, [sdougan@ebparks.org](mailto:sdougan@ebparks.org)



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Accepting completion of improvements for subdivision SD12-09298, San Ramon (Dougherty Valley) area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/99 accepting completion of improvements for subdivision SD12-09298 for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

**FISCAL IMPACT:**

The funds to be released are developer fees that have been held on deposit. 100% Developer Fees

**BACKGROUND:**

The developer has completed the improvements per the Subdivision Agreement, and in accordance with the Title 9 of the County Ordinance Code.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Randolph Sanders  
(925)313-2111

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Joshua Laranang- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Cinda Tovar- Design & Construction, Chris Hallford -Mapping , Michael Mann- Finance, Jocelyn LaRocque- Maintenance, Chris Low - City of San Ramon, Shapell Industries, Inc., a Delaware Corp., Hartford Fire Insurance Company

CONSEQUENCE OF NEGATIVE ACTION:

The completion of improvements will not be accepted and the warranty period will not begin.

ATTACHMENTS

Resolution No. 2020/99

Bond Rider

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

Adopted this Resolution on 03/31/2020 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2020/99**

IN THE MATTER OF: Accepting completion of improvements for subdivision SD12-09298 for a project developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II) The Public Works Director has notified this Board that the improvements in subdivision SD12-09298 have been completed as provided in the Subdivision Agreement with Shapell Industries, Inc., a Delaware Corporation, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS these improvements are approximately located near "new" Dougherty Road and Trefoil Road.

NOW, THEREFORE, BE IT RESOLVED that the improvements have been COMPLETED as of March 31, 2020, thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: June 13, 2017

NAME OF SURETY: Hartford Fire Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$887,000.00, Bond No. 39BSBHR0973 issued by the above surety be RETAINED for the six month lien guarantee period until September 30, 2020, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that Goldfield Place, Trumpet Vine Lane, Arrowleaf Street, and Woodshore Court for the hereinafter described public improvements, as shown and dedicated for public use on the Final Map of subdivision SD12-09298, filed , in Book 535 of final maps at Page 33 , Official Records of Contra Costa County, State of California, are ACCEPTED AS COMPLETE.

Road Name: Goldfield Place Length (miles): 0.10 Road/ROW Width: 36'/46'

Road Name: Trumpet Vine Lane Length (miles): 0.22 Road/ROW Width: 36'/46'

Road Name: Arrowleaf Street Length (miles): 0.09 Road/ROW Width: 36'/46'

Road Name: Woodshore Court Length (miles): 0.05 Road/ROW Width: 36'/46'

BE IT FURTHER RESOLVED that upon acceptance by the Board of Supervisors, the San Ramon City Council shall accept the improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that upon approval by the Board of Supervisors, the developer, Shapell Industries, Inc., a Delaware Corporation, shall retain Parcel "A" for maintenance and ownership in accordance with the geologic hazard abatement district (GHAD) plan of control, and until accepted by the GHAD or the City of San Ramon.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Public Works Director is AUTHORIZED to refund the \$18,000.00 cash security for performance (Auditor's Deposit Permit No. DP741185, dated July 17, 2017) plus interest in accordance with Government Code Section 53079, if appropriate, to Shapell Industries Inc., a Delaware Company pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No 39BSBHR0973, dated June 13, 2017, issued by Hartford Fire Insurance Company are EXONERATED.

**Contact: Randolph Sanders (925)313-2111**

**ATTESTED: March 31, 2020**

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

By: , Deputy

**cc:** Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Joshua Laranang- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Cinda Tovar- Design & Construction, Chris Hallford -Mapping , Michael Mann- Finance, Jocelyn LaRocque- Maintenance, Chris Low - City of San Ramon, Shapell Industries, Inc., a Delaware Corp., Hartford Fire Insurance Company

DUPLICATE ORIGINAL

DECREASE PENALTY RIDER

BOND NO. 39BSBHR0973

To be attached and form a part of Bond No. 39BSBHR0973 dated the 13th day of June, 2017, executed by Hartford Fire Insurance Company as surety, on behalf of Shapell Industries, Inc., a Delaware Corporation as current principal of record, and in favor of County of Contra Costa, as Obligee, and in the amount of One Million Seven Hundred Fifty Six Thousand Dollars and 00/100 (\$1,756,000.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Hartford Fire Insurance Company hereby consents that effective from the 18th day of October, 2018, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Decreased:

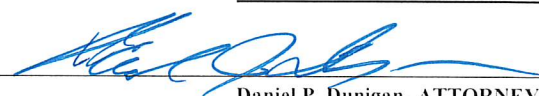
FROM: One Million Seven Hundred Fifty Six Thousand Dollars and 00/100 (\$1,756,000.00)

TO: Two Hundred Sixty Three Thousand Four Hundred Dollars and 00/100 (\$263,400.00)

The Decrease of said bond penalty shall be effective as of the 18th day of October, 2018, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 24th day of October, 2018.

Shapell Industries, Inc., a Delaware Corporation  
PRINCIPAL  
BY: 

Hartford Fire Insurance Company  
SURETY  
BY:   
Daniel P. Dunigan, ATTORNEY-IN-FACT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

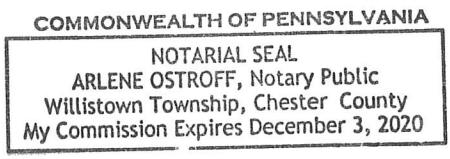
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of PENNSYLVANIA
County of CHESTER

On OCTOBER 24, 2018 before me, ARLENE OSTROFF, Notary Public
personally appeared DANIEL P. DUNIGAN

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 [Handwritten Signature]
Notary Public Signature

Place Notary Public Seal Above

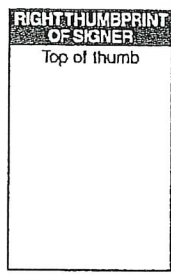
OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document
Document Date
Number of Pages:
Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing Hartford Fire Insurance Company



- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing





# HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2018

Statutory Basis

| ASSETS                                |                                 | LIABILITIES                                  |                                 |
|---------------------------------------|---------------------------------|--|---------------------------------|
| U.S. Government Bonds .....           | \$ 442,265,403                  | Reserve for Claims                           | \$                              |
| Bonds of Other Governments .....      | 129,979,076                     | and Claim Expense.....                       | 8,845,153,352                   |
| State, County Municipal               |                                 | Reserve for Unearned Premiums .....          | 2,094,533,642                   |
| Miscellaneous Bonds .....             | 5,862,114,698                   | Reserve for Taxes, License                   |                                 |
| Stocks .....                          | 5,548,592,711                   | and Fees .....                               | 52,262,120                      |
| Short Term Investments .....          | 116,077,507                     | Miscellaneous Liabilities .....              | 2,084,882,679                   |
|                                       | <u>\$ 12,099,029,395</u>        | <b>Total Liabilities .....</b>               | <b>\$ <u>13,076,831,793</u></b> |
| Real Estate .....                     | \$ 331,574,149                  | Capital Paid In   \$                         | 55,320,000                      |
| Cash .....                            | 58,641,379                      | Surplus .....                                | <u>8,599,892,094</u>            |
| Agents' Balances (Under 90 Day) ..... | 3,017,198,060                   | <b>Surplus as regards Policyholders.....</b> | <b>\$ <u>8,655,212,094</u></b>  |
| Other Invested Assets .....           | 3,341,398,040                   | <b>Total Liabilities, Capital</b>            |                                 |
| Miscellaneous .....                   | 2,884,202,864                   | and Surplus .....                            | <b>\$ <u>21,732,043,887</u></b> |
| <b>Total Admitted Assets .....</b>    | <b>\$ <u>21,732,043,887</u></b> |  |                                 |

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss.  
 CITY OF HARTFORD }

Allison G. Niderno, Vice President and Controller, and Allen R. Craig, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2018.

Subscribed and sworn to before me this  
 18th day of March, 2019.

Laurie Hansen

Notary Public



[Signature]  
 Vice President and Controller

[Signature]  
 Assistant Secretary

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-12  
One Hartford Plaza  
Hartford, Connecticut 06155  
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: THE SIMKISS AGENCY INC  
Agency Code: 39-320116

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

William F. Simkiss, Daniel P. Dunigan, Richard J. Decker, Brian C. Block, Joseph W. Kolok Jr., James L. Hahn of BERWYN, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
  } ss. Hartford  
COUNTY OF HARTFORD }

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of OCTOBER 24, 2018  
Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

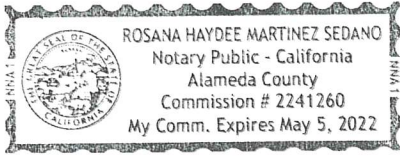
CIVIL CODE § 1189

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 Alameda }

On February 26, 2020 before me, Rosana Haydee Martinez Sedano, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Steve Savage
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Decrease Penalty Rider.
Document Date: 13th day of June, 2017 Number of Pages: 1
Signer(s) Other Than Named Above: N/A.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steve Savage -
[ ] Corporate Officer - Title(s): VP, L.D.
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian of Conservator
[ ] Other:
Signer is Representing:
Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian of Conservator
[ ] Other:
Signer is Representing:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: ADOPT Resolution of Initiation ordering the preparation of an Engineer’s Report for Countywide Landscaping District 1979-3 for Fiscal Year 2020-21.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/78 of Initiation ordering the preparation of an Engineer’s Report and related proceedings for the levy and collection of the Fiscal Year 2020-21 assessments for Countywide Landscaping District 1979-3 (LL-2), as recommended by the Public Works Director.

**FISCAL IMPACT:**

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

**BACKGROUND:**

The existing Countywide Landscaping District contains thirty (30) benefit zones comprised of frontage and road median landscaping, pedestrian bridges, parks, and recreational

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Carl Roner - (925)  
313-2213

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

By: , Deputy

### BACKGROUND: (CONT'D)

facilities installed by developers as a condition of their development. The annual assessments associated with the Countywide Landscaping District 1979-3 (LL-2) fund the operation, maintenance, and capital replacement of the facilities within the various benefit zones.

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

The Fiscal Year 2020-21 assessments will be calculated by considering all anticipated expenditures for operation, maintenance, utilities, administration, and capital replacement costs of such facilities. If excess revenue from a benefit zone is available from the previous fiscal year, it will be credited against the proposed expenses for that benefit zone. The assessment rates may or may not change from fiscal year to fiscal year, dependent upon projected costs to maintain the facilities within each benefit zone. However, the assessment rates cannot exceed the maximum amount set when the benefit zone was originally formed, plus an annual cost of living adjustment, if a Consumer Price Index (CPI) adjustment was established when the benefit zone was originally formed.

In accordance with the Landscape and Lighting Act of 1972, the assessment amounts proposed to be levied for the Fiscal Year 2020-21 tax year, will be shown in the Preliminary and Final Engineer's Reports, which will be filed with the Board of Supervisors in May and June 2020, respectively. The June 2020 Board meeting will be a noticed public hearing to confirm the Fiscal Year 2020-21 assessment rates.

### CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors' approval there would be no initiation of the process to prepare the Engineer's Report and to assess levies for the Countywide Landscape District 1979-3 (LL-2) for Fiscal Year 2020-21, and thus funds would not be available to maintain the landscaping and other improvements in the benefit zones throughout the County.

### ATTACHMENTS

Resolution No. 2020/78

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

Adopted this Resolution on 03/31/2020 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2020/78**

IN THE MATTER OF Resolution No. 2020/78 of Initiation ordering the preparation of an Engineer's Report for Countywide Landscaping District 1979-3 (LL-2) and related proceedings for levy and collection of assessments for Fiscal Year 2020-21, as recommended by the Public Works Director, or designee, Countywide Landscaping District 1979-3 (LL-2),

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

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

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

1. The improvements to be made in the assessment district are generally described as the operation, maintenance and servicing of frontage and median landscaping, pedestrian bridges, parks, and recreational facilities within street rights of way and other public areas. Furthermore, in Fiscal Year 2020-21, there are no new public improvements or any substantial changes in existing improvements to be maintained; and
2. The Engineer of Work for the Contra Costa County Countywide Landscaping District 1979-3 (LL2) is hereby directed to file an Engineer's Report in accordance with the provisions of the Landscaping and Lighting Act of 1972.

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

**ATTESTED: March 31, 2020**

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

**Contact: Carl Roner - (925) 313-2213**

By: , Deputy

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



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: March 31, 2020

Subject: Authorization to Negotiate Ground Lease and Development Terms for Approximately 4 Acres of County-Owned Land at the Byron Airport, Byron Area

---

**RECOMMENDATION(S):**

AUTHORIZE the Director of Airports, or designee, to negotiate a long-term ground lease and development terms between the County, as Landlord, and Mark Scott Construction, Inc., as the developer, for approximately 4 acres of land on the south side of Byron Airport.

**FISCAL IMPACT:**

There is no negative impact on the General Fund. The Airport Enterprise Fund could realize lease and other revenues. The County General Fund could realize sales tax and other revenues if a lease is successfully negotiated.

**BACKGROUND:**

The development site is approximately 4-acres of vacant land owned by the County and located on the south side of Byron Airport, east of Eagle Court. The parcel is designated for aviation use on the Airport Layout Plan for Byron Airport.

The Airport Division of the Contra Costa County Public Works Department

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Beth Lee, (925)  
681-4200

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

received a letter of interest from Mark Scott Construction, Inc. to lease and develop the property for aviation use.

In accordance with the Airport Division's standard, the Airport Division solicited for competitive interest in developing the parcel prior to making a developer selection. This solicitation of competitive interest was transmitted to the current commercial tenants of both County airports and to those persons who have asked to be included on a list of developers interested in developing land at either of the County airports. The County did not receive any other letters of interest to develop this property.

Consistent with the master developer selection process that was approved by the Board of Supervisors on May 23, 2006, projects without a competitive interest are to proceed with the traditional environmental review and lease development processes. The aviation development project will be presented to the Aviation Advisory Committee, the Airport Committee, and any other stakeholder to enhance community relations and collaborative relationships.

Negotiation of lease terms would expand economic activity, provide additional revenues to the Airport Enterprise Fund, and expand aviation-related facilities and services at Byron Airport. A business proposal must be consistent with the Airport Master Plan and General Plan for consideration. The proposed aviation development is consistent with the Byron Airport Master Plan and General Plan.

Unless and until a final lease agreement is fully executed by all parties, this Board Order, any draft lease agreement, other communications or conduct of the parties shall have absolutely no legal effect, may not be used to impose any legally binding obligation on the County and may not be used as evidence of any oral or implied agreement between the parties or as evidence of the terms and conditions of any implied agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in initiating the developer selection process will result in a delay of developing vacant land at Byron Airport and may negatively impact the Airport Enterprise Fund and County General Fund.





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Consulting Services Agreement with WSP USA Inc., Brentwood area.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a contract (Consulting Services Agreement) with WSP USA Inc., in an amount not to exceed \$450,000 for construction management services for the Three Creeks Parkway Restoration Project (Project), for the period March 31, 2020 through June 30, 2021, Brentwood area. County Project No.: 7562-6D8490 (District III)

**FISCAL IMPACT:**

This Project, including this Consulting Services Agreement, will be funded by 100% Drainage Area (DA) 130 funds. Approximately \$194,998.00 is expected to be reimbursed by American Rivers, the Contra Costa County Flood Control District partner, through a funding agreement approved by the Board on January 21, 2020.

**BACKGROUND:**

The Project consists of excavating creek channel banks, stockpiling soil on adjacent parcel, installing steel soldier pile and lagging wall, installing rock slope protection, installing pedestrian bridge abutments, installing irrigation system, hardscaping, and installing or modifying appurtenances needed to widen Marsh Creek flood control channel.

WSP USA Inc. was selected to provide construction management

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Kevin Emigh  
925-313-2233

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

services for the project after completing a request for proposal solicitation and technical proposal process. Public Works has successfully negotiated with WSP USA Inc. to provide the construction management services.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors' approval, this Consulting Services Agreement will not be in effect. A delay in the construction of the Project will occur, ultimately delaying the completion of the project. Project delay may also result in substantial additional project costs and jeopardize the funding.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Agreement with State Coastal Conservancy for the North Richmond Watershed Connections Project, Richmond area.  
Project No. 7517-6W7257

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an agreement in the amount of \$884,000 with the State Coastal Conservancy (“Conservancy”) for the North Richmond Watershed Connections (“the Project”). The Board of Supervisors previously adopted Resolution 2019/584 accepting the State Coastal Conservancy Grant on October 8, 2019.

**FISCAL IMPACT:**

The total North Richmond Watershed Connections Project is estimated to cost \$1,280,000, funded by the State Coastal Conservancy Grant award of \$884,000, Contra Costa Transportation Authority Federal Active Transportation (ATP) Grant funds of \$224,000, County Stormwater Utility Assessment Funds of \$150,000, and Urban Tilth contribution of \$22,000. (17% Contra Costa Transportation Authority Federal Active Transportation Program, 69% State Coastal Conservancy, 12% Stormwater Utility Assessment Funds, and 2% Urban Tilth Contribution)

**BACKGROUND:**

The Project will provide for the installation of rain gardens and bioswales,

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: John Steere, (925)  
313-2281

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

By: , Deputy

cc: Laura Strobel, County Administrator's Office, Allison Knapp, Deputy Chief Engineer, Tim Jensen, Flood Control, Michele Mancuso, County Watershed Program, John Steere, Flood Control, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

street trees, and other watershed-focused public trail amenities along Fred Jackson Way in North Richmond. Because of the Project's location in a disadvantaged community, the agreement does not require matching funds, though there is a total match of \$396,000, as shown in Attachment 2 as part of the overall project cost.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Board's approval, the County will void the receipt of \$884,000 in grant funds for implementation of an important green infrastructure and urban green project in North Richmond.

ATTACHMENTS

Attachment 1 - Standard Agreement

Attachment 2 - NR WC Project Budget

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

Std.2 (Grant - Rev 01/18)

|  |         |
|--|---------|
| AGREEMENT NUMBER<br><b>19-111</b>                                  | AM. NO. |
| TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO.<br><b>94-6000509</b> |         |

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

|   |  |   |
|---|--|---|
| TITLE OF OFFICER ACTING FOR STATE<br><b>Executive Officer</b>           | AGENCY<br><b>State Coastal Conservancy</b> | , hereafter called the Conservancy, and |
| GRANTEE'S NAME<br><b>Contra Costa County Department of Public Works</b> |  | , hereafter called the Grantee.         |



The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

**SCOPE OF AGREEMENT**

Pursuant to Chapter 4.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy (“the Conservancy”) hereby grants to the Contra Costa County Department of Public Works (“the grantee”) a sum not to exceed \$884,000 (eight hundred eighty-four thousand dollars), subject to this agreement. The grantee shall use these funds to complete the following project (“the project”) at Fred Jackson Way, North Richmond, Contra Costa County, as shown on Exhibit A, which is incorporated by reference and attached.

*(Continued on the following pages)*

The provisions on the following pages constitute a part of this agreement.  
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA  | GRANTEE  |
|--|--|
| AGENCY<br><b>State Coastal Conservancy</b>   | GRANTEE (If other than an individual, state whether a corporation, partnership, etc.)<br><b>Contra Costa County Department of Public Works</b> |
| BY (Authorized Signature)<br>          | BY (Authorized Signature)<br>                               |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br><b>Samuel Schuchat, Executive Officer</b>                                    | PRINTED NAME AND TITLE OF PERSON SIGNING<br><b>Brian M. Balbas, Public Works Director</b>  |
| ADDRESS & PHONE NUMBER<br><b>1515 Clay Street, 10<sup>th</sup> Floor<br/>Oakland, CA 94612<br/>Phone: (510) 286-1015</b> | ADDRESS & PHONE NUMBER<br><b>225 Glacier Drive<br/>Martinez, CA 94553<br/>Phone: (925) 313-2284</b>  |

|  |  |  |  |              |   |
|--|--|--|--|--------------|---|
| AMOUNT ENCUMBERED BY THIS DOCUMENT<br><b>\$884,000.00</b>  | PROGRAM/CATEGORY (CODE AND TITLE)<br><b>Local Assistance</b> | FUND TITLE/PROP NO.<br><b>Water Quality, Supply, and Infrastructure...(Prop 1)</b> | I certify that this agreement is exempt from Department of General Services' approval. |              |   |
| PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT<br><b>\$-0-</b> | FUND ITEM  | CHAPTER  |  |              |   |
|  | <b>3760-101-608300007(B5862) = \$367,000.00</b>              | <b>23</b>  | <b>2019</b>  | <b>19/20</b> |   |
|  | <b>3760-101-608300007(B5862) = \$517,000.00</b>              | <b>29/30</b>   | <b>2018</b>  | <b>18/19</b> |   |
| TOTAL AMOUNT ENCUMBERED TO DATE<br><b>\$884,000.00</b>     | PROJECT NAME<br><b>North Richmond Watershed Connections</b>  |  |  |              | Erlinda Corpuz<br>Procurement and Contracts Manager |

*I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.*

|   |      |
|---|------|
| SIGNATURE OF ACCOUNTING OFFICER<br> | DATE |
|---|------|

- GRANTEE   
 ACCOUNTING   
 PROJECT MANAGER   
 CONTROLLER   
 STATE AGENCY

The project consists of three components. Combined the three components will create a 1.75 mile “walkable watershed” urban trail.

Project Component 1. Installation of at least 37 street trees, an associated irrigation system, and sidewalks and bike lanes along Fred Jackson Way between Grove Ave to the south, and Brookside Drive to the north.

Project Component 2. Creation of linear rain gardens and bioswales, planting of additional street trees, and installation of a new sidewalk, bike lane, and storm water infrastructure along 700 feet of Fred Jackson Way adjacent to Urban Tilth’s North Richmond Urban Farm, running from Brookside Drive to San Pablo Creek.

Project Component 3. Installation of a series of “wayfinding elements” such as signage, murals, “jewel boxes” – decorated utility boxes, painted street crossings, etc. along Wildcat Creek and the walkable watershed route, and the establishment of an “adopt a tree” program in collaboration with The Watershed Project.

The grantee shall carry out the project in accordance with this agreement and a work program, as provided in the “WORK PROGRAM” section, below. The grantee shall provide \$346,000 and any funds beyond those granted under this agreement which are needed to complete the project.

### **CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT**

The grantee shall not begin construction of the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The Board of Supervisors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee
2. The Executive Officer of the Conservancy (“the Executive Officer”) has approved in writing:
  - a. A work program for the project, as provided in the “WORK PROGRAM” section, below.
  - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in the “SIGNS AND ACKNOWLEDGMENT” section, below.
  - c. All contractors that the grantee intends to retain in connection with the project. The grantee must provide written evidence to the Conservancy that each contractor has complied with the bonding requirements described in the “BONDING” section, below.

3. The grantee has provided written evidence to the Conservancy that:
  - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
  - b. Evidence that the grantee has entered into landowner agreements sufficient to enable the grantee to implement, operate, and maintain the project.
  - c. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the “INSURANCE” section, below.

### **TERM OF AGREEMENT**

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in the “CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT” section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through December 31, 2042 (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by December 31, 2022 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than February 28, 2023.

### **AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its August 22, 2019 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

**WORK PROGRAM**

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. Construction plans and specifications that have been certified by a licensed architect or registered engineer, or approved by the grantee's Public Works Director.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget shall list all intended funding sources, including the Conservancy's grant, the grantee's required contribution, and all other sources of monies, materials, or labor. The grantee shall review the plans on-site with Conservancy staff.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package, including any applicable construction plans and specifications that have been certified or approved as described above, to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to construction.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall construct the project in accordance with the approved work program.



## **SIGNS AND ACKNOWLEDGMENT**

Prior to beginning the project, the grantee shall submit, for review and written approval by the Executive Officer, a plan for the installation of signs and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The plan shall commit the grantee to shall install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo, and directing the public to the project. The Conservancy shall provide to the grantee specifications for the signs. The signs shall also acknowledge funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) by using the official logo prepared by the California Natural Resources Agency, which the Conservancy has available in various file formats. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee sign plan shall describe the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The grantee shall implement the approved signs and acknowledgment plan. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

## **BONDING**

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin on any task until each construction and landscape design contractor and subcontractor for that task, has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000 or for the street-tree planting aspects of project component 3.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

## **COSTS AND DISBURSEMENTS**

When the Conservancy determines that all "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Conservancy shall

disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of construction of each project component enumerated in the "PROJECT DESCRIPTION" above and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of each project component.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. Hourly rates billed to the Conservancy, and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs

incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.

3. A supporting progress report summarizing the current status of the project and comparing it to the status required by the work program (budget, timeline, tasks, etc.) including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

### **EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

No increase in the total amount of this grant will be valid unless set forth written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

### **PROJECT COMPLETION**

Upon completion of each of the three project components enumerated above, the grantee shall supply the Conservancy with evidence of completion of that project component by submitting a final report by the final Request for Disbursement date set forth in the "TERM OF AGREEMENT" section that includes:

1. A report certifying completion of the project component according to the approved work program, including photographs documenting completion of the project component.
2. Documentation that signs are installed for the project component as required by the "SIGNS AND ACKNOWLEDGMENT" section of this agreement.

3. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.
4. A final inspection report by a licensed architect or registered engineer or the grantee’s Public Works Director, and a copy of “as built” drawings and photos of the completed project component.

The Conservancy shall determine whether the grantee has satisfactorily completed each project component. Upon completion of each project component, the Conservancy shall release the withheld amount for that component pursuant to the “COSTS AND DISBURSEMENTS” section. Upon completion of the entire project, the Conservancy shall issue to the grantee a letter of acceptance for the project. The project shall be deemed complete as of the date of the letter.

#### **EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

### **OPERATION AND MAINTENANCE**

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

### **MITIGATION**

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

### **INSPECTION**

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

## **INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this “INDEMNIFICATION AND HOLD HARMLESS” section shall survive termination of this agreement.

## **INSURANCE**

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors’ procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee’s participation in a “risk management” plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
  - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
  
2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
  - a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.  
*(Including operations, products and completed operations, as applicable)*
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  - c. Worker’s Compensation and Employer’s Liability: Worker’s compensation as required by law and Employer’s Liability of no less than \$1,000,000 per accident for bodily injury or disease.
  
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
  
4. Required Provisions Concerning the Conservancy and the State of California.
  - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days’ prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.

- b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - (i) The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
  - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
  - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional



contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.

8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

### **AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction, and implementation of the project, and the use, management, operation and maintenance of the real property, time and effort reports, and supporting documents that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

The Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

### **COMPUTER SOFTWARE**

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

### **NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

### **AMERICANS WITH DISABILITIES ACT**

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

### **PREVAILING WAGE**

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, *Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018)*, available from the Conservancy on request; provided, that this publication is for grantee's informational purposes only, and shall not be construed as legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

### **UNION ORGANIZING**

By signing this agreement, grantee hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this agreement, and certifies that no state funds disbursed by this agreement will be used to assist, promote or deter union organizing. If grantee makes expenditures to assist, promote or deter union organizing, grantee agrees to maintain records sufficient to show that no state funds, including the funds provided under this agreement, have been used for these purposes, and shall provide these records to the Attorney General upon request.

### **DRUG-FREE WORKPLACE**

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

### **INDEPENDENT CAPACITY**

The grantee, and the agents and employees of grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

### **ASSIGNMENT**

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

### **TIMELINESS**

Time is of the essence in this agreement.

### **EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

### **AMENDMENT**

Except as expressly provided in this agreement, no changes in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

### **LOCUS**

This agreement is deemed to be entered into in the County of Alameda.

**North Richmond Watershed Connections Project Budget**

| Task #        | Task   | Completion Date | Grants              |                   | Matching Funds           |                 | Total Cost         |
|---------------|--|-----------------|---------------------|-------------------|--------------------------|-----------------|--------------------|
|               |  |                 | Coastal Conservancy | CCTA FED ATP unds | County Watershed Program | Urban Tilth     |                    |
| 1             | Fred Jackson Way Rain Gardens                            | 12/1/20         | \$422,000           | \$0               | \$0                      | \$22,000        | <b>\$444,000</b>   |
| 2             | First Mile / Last Mile Tree Installations                | 10/1/21         | \$234,000           | \$224,000         | \$0                      |                 | <b>\$458,000</b>   |
| 3             | Adopt-a-Tree Program                                     | 12/1/20         | \$70,000            | \$0               | \$0                      | \$0             | <b>\$70,000</b>    |
| 4             | TWP Clean and Green Adopt-a-Block Cleanups               | 12/1/20         | \$0                 | \$0               | \$100,000                | \$0             | <b>\$100,000</b>   |
| 5             | Wayfinding, Interpretive Elements, and Mosaic Trash Cans | 12/1/20         | \$80,000            | \$0               | \$0                      | \$0             | <b>\$80,000</b>    |
| 6             | Project Administration, Evaluation and Reporting         | 12/1/21         | \$78,000            | \$0               | \$50,000                 | \$0             | <b>\$128,000</b>   |
| <b>TOTALS</b> |  |                 | <b>\$884,000</b>    | <b>\$224,000</b>  | <b>\$150,000</b>         | <b>\$22,000</b> | <b>\$1,280,000</b> |



Contra  
Costa  
County

To: Contra Costa County Flood Control District Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: March 31, 2020

Subject: Purchase Order with Hedgerow Farms, Inc. for the Lower Walnut Creek Restoration Project.

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**RECOMMENDATION(S):**

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the District, a purchase order with Hedgerow Farms, Inc., in an amount not to exceed \$272,085 in Flood Control Zone 3B Funds, for the purchase of custom seed mixes of California native plants.

**FISCAL IMPACT:**

The purchase order will be funded by Flood Control Zone 3B Funds (Project No. 7520-6B8285).

**BACKGROUND:**

The Lower Walnut Creek Restoration Project (Project) is a multi-benefit project that provides sustainable flood protection, creates and enhances wetland habitat, and provides long-term ecological resilience. The Project is currently scheduled for construction in 2020 and 2021. At the end of construction, revegetation with native seeds and plants is required in order to restore the native habitat. In order to have enough seeds and plants to adequately cover the restoration site, seed collection and plant propagation must occur in early 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Board Order is not approved, the Lower Walnut Creek Restoration Project will have insufficient plants and seeds for revegetation.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Trevor McGuire, (925)  
313-2166

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

By: , Deputy

cc: Paul Detjens, Flood Control, Trevor McGuire, Flood Control, Catherine Windham, Flood Control



ATTACHMENTS

Hedgerow Farms

Quote





**Hedgerow Farms, Inc.**  
 21905 County Road 88  
 Winters, CA 95694  
 Ph: (530) 662-6847  
 Fx: (530) 662-2753

**Date:** 8/12/2019  
**Customer:** ESA  
**Contact:** Eve Pier Kieli

**Project:** Lower Walnut Creek Tidal Marsh Restoration

**Tel:** 707-795-0900  
**Cell:** 415-262-2369  
**Email:** [epierkieli@esassoc.com](mailto:epierkieli@esassoc.com)  
**From:** Pat Reynolds  
**Email:** [info@hedgerowfarms.com](mailto:info@hedgerowfarms.com)

**Notes:** Items with zero quantities may be added if available  
 Assume hydroseeding  
 65% design  
 Quote updated to reflect items with good availability

**Estimated Seeding Date:** Fall 2020

**SEED QUOTATION**

**MIX: Upland Grassland Seed Mix**

**Acres for Mix: 31**

| Botanical Name           | Common Name           | Ecotype/Origin                        | PLS lbs/acre | PLS lbs for area | Notes   |
|--------------------------|-----------------------|---------------------------------------|--------------|------------------|---|
| Ambrosia psilostachya    | ragweed               | Sacramento River                      | 0.00         | 0.00             | Availability subject to change  |
| Bromus carinatus         | California brome      | Arastradero Preserve, Santa Clara Co. | 10.00        | 310.00           | Good availability   |
| Elymus glaucus           | blue wildrye          | Berkeley Hills, Contra Costa Co.      | 8.00         | 248.00           | Cosumnes River or Yolo Bypass ecotypes may be better fit hydrologically but not geographically    |
| Elymus triticoides       | creeping wildrye      | Martinez Marsh, Contra Costa Co.      | 4.00         | 124.00           | Martinez marsh ecotype can be limited. May need to be supplemented with Yolo bypass if necessary. |
| Festuca idahoensis       | Idaho fescue          | Quail Ridge, Napa Co.                 | 3.00         | 93.00            | Good availability   |
| Helianthus annuus        | common sunflower      | Contra Costa Co.                      | 0.00         | 0.00             | Availability subject to change  |
| Stipa pulchra            | purple needlegrass    | Napa-Sonoma Marsh, Napa Co.           | 4.00         | 124.00           | Good availability   |
| Centromadia pungens      | common tarweed        | Alameda Co.                           | 0.00         | 0.00             | Very expensive and availability subject to change   |
| Eschscholzia californica | California poppy      | Calaveras Dam, Alameda Co.            | 2.00         | 62.00            | Good availability   |
| Lupinus bicolor          | miniature lupine      | Napa River, Napa Co.                  | 3.00         | 93.00            | Good availability   |
| Lasthenia glabrata       | yellow ray goldfields | Yolo Bypass, Yolo Co.                 | 1.00         | 31.00            | Good availability   |
| Hordeum brachyantherum   | meadow barley         | Napa-Sonoma Marsh, Napa Co.           | 5.00         | 155.00           | Good availability   |

**subtotals: 40.00 1240.00**  
**cost/acre: \$3,543.00**  
**Subtotal for area to be seeded: \$109,833.00**

**\*MIX: Lowland Grassland (Transitional Elevation) Seed Mix Acres for Mix: 36**

| Botanical Name                        | Common Name       | Ecotype/Origin                          | PLS lbs/acre | PLS lbs for area | Notes   |
|---------------------------------------|-------------------|---|--------------|------------------|---|
| Elymus triticoides                    | creeping wildrye  | Martinez Marsh, Contra Costa Co.        | 6.00         | 186              | Martinez marsh ecotype can be limited. May need to be supplemented with Yolo bypass if necessary. |
| Elymus glaucus                        | blue wildrye      | Cosumnes River Preserve, Sacramento Co. | 8.00         | 248              | Good availability   |
| Amsinkia menziesii                    | Fiddleneck        | Esparto, Yolo Co.                       | 1            | 31               | Good availability   |
| Centromadia fitchii                   | Fitch's spikeweed | TBD                                     | 0            | 0                | Not commercially available; potential wildland collect  |
| Hemizonia congesta subsp. luxulifolia | tarweed           | TBD                                     | 0            | 0                | Not commercially available; potential wildland collect  |
| Frankenia salina                      | alkali heath      | TBD                                     | 0            | 0                | Potential addition; commercial availability varies  |
| Madia sativa                          | Coast madia       | TBD                                     | 0            | 0.00             | Often not commercially available; potential wildland collect                                      |
| Grindelia stricta                     | coastal gumweed   | Napa-Sonoma Marsh, Napa Co.             | 2            | 46.50            | Good availability   |
| Hordeum brachyantherum                | meadow barley     | Napa-Sonoma Marsh, Napa Co.             | 5            | 155.00           | Good availability   |
| Hordeum depressum                     | alkali Barley     | Davis Grasslands, Yolo Co.              | 5            | 155.00           | Good availability   |

**subtotals: 26.60 821.50**  
**cost/acre: \$4,507.00**  
**Subtotal for area to be seeded: \$162,252.00**

**Quote does not include  
 Tax or Shipping, Prices  
 good for 30 days,  
 Subject to availability**



**Contra  
Costa  
County**

To: Contra Costa County Flood Control District Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: March 31, 2020

Subject: Approval of payment to Bay Area Stormwater Management Agencies Association for services in 2018 and 2019.  
Project No. 7519-6X7618

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to make a payment in the amount of \$7,641 to the Bay Area Stormwater Management Agencies Association for services provided to the Contra Costa Clean Water Program in 2018 and 2019, as recommended by the Chief Engineer, Contra Costa County Flood Control and Water Conservation District ("Flood Control District"), Countywide.

**FISCAL IMPACT:**

Payments will be drawn from the Contra Costa Clean Water Program ("Contra Costa CWP") fund. Program funding is provided by the County and 19 cities and towns within Contra Costa County. The County's share of the above payment is approximately \$1,146. (Fund 251900)

**BACKGROUND:**

Municipalities are required by federal law to obtain permits in order to discharge stormwater into receiving waters, such as rivers, lakes and bays. Permits are issued under the National Pollutant Discharge Elimination System ("NPDES") permit program, administered by the U.S. Environmental Protection Agency. In California, NPDES permit program administration

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Mark Boucher, (925)  
313-2274

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

By: , Deputy

cc: Linda Wilcox, County Counsel, Allison Knapp, Deputy Chief Engineer, Tim Jensen, Flood Control, Mark Boucher, Flood Control, Catherine Windham, Flood Control

## BACKGROUND: (CONT'D)

is delegated to the State Water Resources Control Board and its Regional Water Quality Control Boards.

In Contra Costa County, the municipal storm sewer systems located within both the incorporated and unincorporated areas are permitted under a Joint Municipal Regional Stormwater NPDES Permit No. CAS612008 (“Joint MRP”) issued by the San Francisco Bay Regional Water Quality Control Board. The Joint MRP compliance is managed by the Contra Costa CWP, a stormwater quality management program formed by the County, Flood Control District and the 19 incorporated cities and towns located in Contra Costa County. The Flood Control District is the contracting authority and fiscal agent for the Contra Costa CWP.

Compliance with some of the provisions of the Joint MRP involves participation in regional projects with other stormwater quality management programs in the Bay Area. Regional projects have been managed for several years by the Bay Area Stormwater Management Agencies Association (“BASMAA”), a nonprofit corporation that facilitates cooperative permit compliance efforts by the stormwater programs. BASMAA generally retains consultants to perform projects. In return, BASMAA asks participating agencies to make contributions to cover BASMAA’s costs.

On February 12, 2019, the Board authorized payment to BASMAA for services provided to the Contra Costa CWP during the period July 1, 2017, to June 30, 2018, for services related to the Joint MRP. The authorized payment covered costs of a regional project to prepare a five-year bioassessment report for the Regional Monitoring Coalition, a group of stormwater quality management programs that includes the Contra Costa CWP. The report is required for compliance with the Joint MRP. Payments authorized in the February 12, 2019, Board Order included a payment for data collection and analysis and preparation of a draft report. BASMAA has now asked for additional funding to cover the cost of preparing the final report, as well as other costs related to report preparation that were not captured in the original calculation. Staff has reviewed the request and determined that an additional \$3,101 in costs was incurred by BASMAA and that it should be paid to BASMAA on behalf of the Contra Costa CWP.

Staff is also recommending that the Board authorize a payment to BASMAA for performance and management of a regional project consisting of a peer review of calculation methods, models, and assumptions used in “reasonable assurance analyses” regarding future mercury and polychlorinated biphenyl (PCB) load reductions in the San Francisco Bay region. This project was completed in the early part of the current fiscal year, but there is no contract in place between the Flood Control District and BASMAA to pay for any costs of this project on behalf of the Contra Costa CWP. Because the peer review is required by the Joint MRP and is a benefit to the Contra Costa CWP, staff has determined that payment should be made for this project on behalf of the Contra Costa CWP, in the amount of \$2,500 for the peer review services provided by BASMAA consultants and \$2,040 for BASMAA’s management of the project.

## CONSEQUENCE OF NEGATIVE ACTION:

Failure to pay BASMAA for regional projects for which the Contra Costa CWP has taken, or will take, credit for purposes of permit compliance could jeopardize its permit compliance status, as well as opportunities to work with other stormwater quality management programs on future regional projects.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: March 31, 2020

Subject: Authorization to Negotiate Ground Lease & Development Terms for Approximately 0.86-Acres of County-Owned Land at Buchanan Field, Concord Area

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**RECOMMENDATION(S):**

AUTHORIZE the Director of Airports, or designee, to negotiate a long-term ground lease and development terms between the County, as Landlord, and VOLY RE, LLC, as the developer, for approximately 0.86-acres of land on the west side of Buchanan Field Airport.

**FISCAL IMPACT:**

There is no negative impact on the General Fund. The Airport Enterprise Fund could realize lease and other revenues. The County General Fund could realize sales tax and other revenues if a lease is successfully negotiated.

**BACKGROUND:**

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Beth Lee,  
925-681-4208

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

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

The development site is approximately 0.86-acres of vacant land owned by the County and located on the west side of Buchanan Field Airport, on the north end of Sally Ride Drive. The parcel is designated for aviation use on the Airport Layout Plan for Buchanan Field Airport.

The Airport Division of the Contra Costa County Public Works Department received a letter of interest from VOLY RE, LLC. to lease and develop the property for aviation use.

In accordance with the Airport Division's standard, the Airport Division solicited for competitive interest in developing the parcel prior to making a developer selection. This solicitation of competitive interest was transmitted to the current commercial tenants of both County airports and to those persons who have asked to be included on a list of developers interested in developing land at either of the County airports. The County did not receive any other letters of interest to develop this property.

Consistent with the master developer selection process that was approved by the Board of Supervisors on May 23, 2006, projects without a competitive interest are to proceed with the traditional environmental review and lease development processes. The aviation development project will be presented to the Aviation Advisory Committee, the Airport Committee, and any other stakeholder to enhance community relations and collaborative relationships.

Negotiation of lease terms would expand economic activity, provide additional revenues to the Airport Enterprise Fund, and expand aviation-related facilities and services at Buchanan Field Airport. A business proposal must be consistent with the Airport Master Plan and General Plan for consideration. The proposed aviation development is consistent with the Buchanan Field Airport Master Plan and General Plan.

Unless and until a final lease agreement is fully executed by all parties, this Board Order, any draft lease agreement, other communications or conduct of the parties shall have absolutely no legal effect, may not be used to impose any legally binding obligation on the County and may not be used as evidence of any oral or implied agreement between the parties or as evidence of the terms and conditions of any implied agreement.

**CONSEQUENCE OF NEGATIVE ACTION:**

Delay in initiating the developer selection process will result in a delay of developing vacant land at Buchanan Field Airport and may negatively impact the Airport Enterprise Fund and County General Fund.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 31, 2020

Subject: Claims

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**RECOMMENDATION(S):**

DENY claims filed by Richard Axley, Benito Carrasco Jr and MarciaAnne Carrasco, individually and as guardians of MKMH, a minor, Alejandro Danylyszyn, Sparkle Davis, Manuel Rojas Fierro, Maria de los Angeles Guerra Hinojosa, Darrantay Lewis (2), Scott Loyet, MAPFRE Insurance, Deborah McCracken, Mercury Insurance for Suzanne Drury, Thomas Miller, Sean Pitts, Gregory Pitts, Mohammad Mohammad, Steven Nevares, Emily Osagiede, William Pestano, Noel Rodriguez, Eric Sanders, and Keenan Wilkins (aka Nerrah Brown). DENY amended claim filed by Keenan Wilkins. DENY late claim filed by Keenan Wilkins.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Richard Axley: Property claim for damage to vehicle due to roadway in the amount of \$321.50  
B. Carrasco Jr. and M.A. Carrasco: Personal injury claim for wrongful death in an amount not stated.  
Alejandro Danylyszyn: Personal injury claim for damages due to bicycle accident in the amount of \$200,000.  
Sparkle Davis: Personal injury claim for wrongful death in an amount over

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Scott Selby  
925.335.1400

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

\$25,000.

Manuel Rojas Fierro: Personal injury claim for damages due to bicycle accident in the amount of \$500,000.

Maria de los Angeles Guerra Hinojosa: Personal injury claim for damages arising from trip and fall in the amount of \$175,000.

Darantay Lewis: Personal injury claim for denial of access in undisclosed amount.

Darantay Lewis: Personal injury claim for denial of access in undisclosed amount.

Scott Loyet: Personal injury claim for damages due to bicycle accident in the amount of \$100,000.

MAPFRE Insurance: Property claim for damage to insured's vehicle in the amount of \$6,414.12

Deborah McCracken: Personal injury claim for damages due to trip and fall in the amount of \$5,757.

Mercury Insurance for Suzanne Drury: Property claim for damage to insured's vehicle due to roadway in the amount of \$2,395.61

Thomas Miller, Sean Pitts, Gregory Pitts: Personal injury claim for wrongful death in an amount to exceed \$25,000.

Mohammad Mohammad: Property claim for damage to vehicle due to motor vehicle accident in the amount of \$3,725.14

Steven Nevares: Personal injury claim for damages arising from bicycle accident in an amount to exceed \$25,000.

Emily Osagiede: Property claim for damage to personal property in the amount of \$250.

William Pestano: Property claim for lost personal property in the amount of \$2,500.

Noel Rodriguez: Property claim for damage to personal property in the amount of \$1,874.40

Eric Sanders: Property claim for damage to vehicle arising out of motor vehicle accident in an amount to be determined.

Keenan Wilkins (aka Nerrah Brown): Claim for fraud in the amount of \$100,000.

Keenan G. Wilkins: Claim for fraud in the amount of \$100,000.

Keenan Wilkins: Amended claim for fraud in the amount of \$100,000.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 31, 2020

Subject: ACCEPT Board members meeting reports for February 2020

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**RECOMMENDATION(S):**

ACCEPT Board members meeting reports for February 2020.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging ex cetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement. District V has nothing to report.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Joellen Bergamini  
925.335.1906

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

By: , Deputy

cc:



ATTACHMENTS

District I February 2020 Report

District II February 2020 Report

District III February 2020 Report

District IV February 2020 Report

## **Supervisor John Gioia**

### **February – 2020 Monthly Meeting Statement**

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc.).

Supervisor Gioia did not seek reimbursement from the County for any meetings that he attended in his capacity as a County Supervisor during the month of February, 2020.

## Supervisor Candace Andersen - Monthly Meeting Report *February 2020*

| Date | Meeting                            | Location      |
|------|------------------------------------|---------------|
| 3    | SWAT                               | San Ramon     |
| 3    | PPC                                | Martinez      |
| 4    | BOS Meeting                        | Martinez      |
| 6    | EBEDA                              | Oakland       |
| 7    | Alliance to End Abuse              | Concord       |
| 10   | TWIC                               | Martinez      |
| 10   | Internal Ops                       | Martinez      |
| 11   | BOS Meeting                        | Martinez      |
| 12   | CCCERA                             | Concord       |
| 12   | LAFCO                              | Martinez      |
| 13   | Juvenile Justice                   | Martinez      |
| 19   | TVTC                               | Pleasanton    |
| 20   | CCCTA                              | Concord       |
| 20   | ABAG                               | San Francisco |
| 24   | Family & Human Services            | Martinez      |
| 24   | Public Protection                  | Martinez      |
| 24   | Moraga Business Person of Yr Event | Moraga        |
| 25   | Board of Supervisors               | Martinez      |
| 26   | CCCERA                             | Concord       |
| 27   | Recycle Smart                      | Walnut Creek  |
| 28   | Housing Workshop                   | Livermore     |
| 28   | Traffix                            | San Ramon     |

**Supervisor Diane Burgis - February 2020 AB1234 ]**

(Government Code Section 53232.3(d) requires that members legislative attended for which there has been expense reimbursement (mileage,

| <b>Date</b> | <b>Meeting Name</b>   | <b>Location</b> |
|-------------|---|-----------------|
| 3-Feb       | Meeting with East Contra Costa Fire Protection District                                 | Brentwood       |
| 3-Feb       | Meeting with Health Services, Antioch Police Department and building tenants            | Brentwood       |
| 3-Feb       | Constituent Meeting   | Brentwood       |
| 3-Feb       | Phone Meeting with John Kopchik, Director of Department of Conservation and Development | Brentwood       |
| 4-Feb       | Board of Supervisors Meeting  | Martinez        |
| 5-Feb       | Tour of Juvenile Detention Facility   | Martinez        |
| 5-Feb       | Meeting with Chair and Vice Chair of P-2A and Station Commander                         | Martinez        |
| 5-Feb       | Mental Health Commission Meeting  | Pleasant Hill   |
| 6-Feb       | NWEDI Ad Hoc Committee Meeting  | Martinez        |
| 7-Feb       | Delta Counties Coalition Meeting  | Brentwood       |
| 7-Feb       | ABAG General Assembly Meeting   | San Francisco   |
| 10-Feb      | Internal Operations Committee Meeting   | Martinez        |
| 10-Feb      | Legislative Committee Meeting   | Martinez        |
| 10-Feb      | Federal Review for CSB  | Martinez        |
| 10-Feb      | First 5 Commission Meeting  | Concord         |
| 11-Feb      | Board of Supervisors Meeting  | Martinez        |
| 11-Feb      | Contra Costa County Fire Protection District Meeting                                    | Martinez        |
| 11-Feb      | Constituent Meeting   | Martinez        |
| 12-Feb      | Airport Committee Meeting   | Concord         |
| 12-Feb      | Meeting with Superintendent of Schools  | Martinez        |
| 12-Feb      | LAFCO Meeting   | Martinez        |
| 12-Feb      | Center for Creative Land Recycling's Reception  | San Francisco   |
| 13-Feb      | Meeting with Contra Costa County - A Place to Thrive                                    | Brentwood       |
| 13-Feb      | Meeting with Motorola Solutions   | Byron           |
| 13-Feb      | East Contra Costa Regional Fee & Finance Authority Meeting                              | Antioch         |
| 13-Feb      | State Route 4 Bypass Authority  | Antioch         |
| 14-Feb      | Phone Meeting with Deputy Sheriff's Association   | Brentwood       |
| 18-Feb      | Constituent Meeting   | Walnut Creek    |
| 19-Feb      | Meeting with County Administrator, David Twa  | Martinez        |
| 19-Feb      | Constituent Meeting   | Martinez        |
| 20-Feb      | Meeting with Emerald HPC International, LLC and Community Health Fund                   | Brentwood       |

|        |  |              |
|--------|--|--------------|
| 20-Feb | Delta Conveyance Town Hall                                   | Brentwood    |
| 21-Feb | Delta Counties Coalition Meeting                             | Brentwood    |
| 21-Feb | Byron Airport Patriot Jet Tour                               | Byron        |
| 24-Feb | 2020 Census Meeting  | Martinez     |
| 24-Feb | East Contra Costa County Habitat Conservancy Governing Board | Clayton      |
| 25-Feb | Board of Supervisors Meeting                                 | Martinez     |
| 26-Feb | Meeting with AT&T, Ken Mintz                                 | Brentwood    |
| 26-Feb | Meeting with Brentwood Library Volunteer Coordinator         | Brentwood    |
| 26-Feb | Constituent Meeting  | Brentwood    |
| 26-Feb | Meeting with East Contra Costa Fire Protection District      | Brentwood    |
| 26-Feb | Tri Delta Transit Meeting                                    | Antioch      |
| 27-Feb | Tour of Putnam Clubhouse                                     | Concord      |
| 27-Feb | Contra Costa County Fire Commissioners Association Meeting   | Concord      |
| 29-Feb | Choice in Aging Crab Feed                                    | Walnut Creek |

\* Reimbursement may come from an agency other than Contra Costa County

**Report**

bodies report on meetings  
meals, lodging, etc).

**Purpose**

Meeting

Meeting

Meeting

Meeting

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Meeting

Meeting

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Meeting

Community Outreach

Meeting

Meeting

Meeting

Meeting

Meeting

Meeting

Meeting

Meeting

Meeting



**Supervisor Karen Mitchoff  
February 2020**

| <b>DATE</b> | <b>MEETING NAME</b>                    | <b>LOCATION</b> | <b>PURPOSE</b>            |
|-------------|--|-----------------|---------------------------|
| 02/03/20    | Finance Committee & JCC Meeting        | Martinez        | Decisions on agenda items |
| 02/04/20    | Board of Supervisors Meeting           | Martinez        | Decisions on agenda items |
| 02/10/20    | TWIC and Legislation Committee Meeting | Martinez        | Decisions on agenda items |
| 02/14/20    | ABAG Committee Meetings                | San Francisco   | Decisions on agenda items |
| 02/20/20    | ABAG Executive Board Meeting           | San Francisco   | Decisions on agenda items |
| 02/25/20    | Board of Supervisors Meeting           | Martinez        | Decisions on agenda items |





Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 31, 2020

Subject: Honoring Bob Uyeki on His Retirement from the Y & H Soda Foundation

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Kate Rauch  
510-231-8691

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

By: , Deputy

cc:

ATTACHMENTS

Resolution

2020/74

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

In the matter of:

**Resolution No. 2020/74**

**Congratulating Bob Uyeki on his retirement from the Y & H Soda Foundation and honoring him for his distinguished service.**

Bob Uyeki is the CEO of the Y & H Soda Foundation, a private family foundation committed to the full participation and prosperity of low-income individuals and families in Alameda and Contra Costa Counties; and

Bob has more than 25 years experience in the philanthropic and nonprofit sectors in the Bay Area, having previously worked at the East Bay Community Foundation, the San Francisco Foundation, and as the Director of the San Francisco Asian American Film Festival; and

He has a strong commitment to social justice and community service and has served on the board of directors of the East Bay Community Foundation, the Foundation Consortium for California's Children and Youth, Rise Together Bay Area, the Family Independence Initiative, Northern California Grantmakers, and the Angel Island Immigration Station Foundation; and

Bob currently serves on the Advisory Council of the Sanford Institute of Philanthropy at John F. Kennedy University and the Advisory Board of the Bay Area Local Initiatives Support Corporation; and

Bob holds a B.A. in English from Amherst College and a Masters in Public Administration with an emphasis in strategic planning and management from Harvard University's John F. Kennedy School of Government; and

Bob's key leadership contributions at the Y & H Soda Foundation include, Founding the Contra Costa Safety Net Task Force (which evolved into the Ensuring Opportunity Campaign to End Poverty in Contra Costa); Partnering with the Contra Costa Public Defender's Office to create Stand Together Contra Costa, the County's Public/Private Immigration Rapid Response Network; Starting the East Contra Costa County STRONG Nonprofits Fund to support leadership development and nonprofit capacity building in East County; Helping initiate the creation of the Contra Costa Family Justice Center; Helping create Northern California Grantmakers' Nonprofit Displacement Task Force; Helping create East Bay Community Foundation's Black-Led Organizations Initiative; and

That the Board of Supervisors of Contra Costa County Does Hereby honor Bob Uyeki on his dedicated work improving the health, safety, economic security and well-being of vulnerable and underserved populations in Contra Costa County and throughout the Bay Area, congratulate him on his retirement, and wish him well on everything that lies ahead.

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**CANDACE ANDERSEN**  
Chair, District II Supervisor

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**JOHN GIOIA**  
Chair, District I 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: March 31, 2020

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: National Social Workers' Month

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/77 recognizing March 2020 as National Social Workers' Month, as recommended by the Employment and Human Services Director.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2020/77

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

In the matter of:

**Resolution No. 2020/77**

National Social Workers' Month in Contra Costa County

WHEREAS, the Social Work Profession is dedicated to enhancing the well-being of others and meeting the basic needs of all people, especially the most vulnerable in our society;

WHEREAS, this year's National Social Work Month theme *Social Workers: Generations Strong*, embodies the heroic work of social workers who have, for more than a century, worked to make our society a better place to live;

WHEREAS, the Social Work Profession is a diverse profession that allows people of various generations, ethnicities, sexual identities and religious backgrounds to make an immediate positive impact on our nation and world;

WHEREAS, the Social Work profession is one of the fastest growing in the United States, with more than 777,000 individuals expected to be employed as social workers by 2028;

WHEREAS, in Contra Costa County, we are creating new ways to recognize, appreciate, and retain current Social Work professionals, as well as to attract new Social Workers to vacant positions within Children and Family Services, Aging and Adult Services, Workforce Services, and Health Services;

WHEREAS, Social Workers in Children and Family Services protect children from abuse and neglect, find foster and adoptive homes for children, and help families reunite;

WHEREAS, Social Workers in Aging and Adult Services provide comprehensive assessment and intervention through In-Home Support Services, assessment and advocacy on behalf of disabled clients, investigate emotional abuse, sexual abuse, financial exploitation, neglect and isolation of the elderly and disabled adults, and make referrals to resources and support to help ensure their safety and independence;

WHEREAS, Social Workers in Workforce Services determine job readiness, and assist clients in finding resources to overcome employment barriers;

WHEREAS, Medical Social Workers within Contra Costa Health Services help patients obtain needed services in the county's hospital and clinics by addressing both the medical and psychosocial needs, serving as liaisons to other community services, and working in partnership with health, education and human service agencies;

WHEREAS, the Social Work Profession has been in the forefront of pushing for changes that have made our society a better place to live, including a minimum wage, improved workplace safety, and social safety net programs that help ameliorate poverty and hunger;

WHEREAS, Social Workers are present in times of crisis, helping people overcome issues such as death and grief and helping people and communities recover from natural disasters such as fires and floods;

WHEREAS, Social Workers continue to engage and bring together individuals, communities, agencies and government to help society solve some of the most pressing issues of the day, including immigration reform, equal rights for all, affordable and good health care and mental health care for all, and protecting the environment.

NOW, THEREFORE, BE IT RESOLVED in recognition of the numerous contributions made by Contra Costa County's Social Workers, we proclaim the month of March 2020 as Social Worker Month in celebration and support of the social work profession.

\_\_\_\_\_  
**CANDACE ANDERSEN**  
Chair, District II Supervisor

\_\_\_\_\_  
**JOHN GIOIA**  
Chair, District I Supervisor

\_\_\_\_\_  
**DIANE BURGIS**  
District III Supervisor

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

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

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

ATTESTED: March 31, 2020

David J. Twa,

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





Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 31, 2020

Subject: Honoring Mira Vista United Church of Christ on its 70th Anniversary

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Kate Rauch  
510-231-8691

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

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2020/93

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

In the matter of:

**Resolution No. 2020/93**

**Honoring Mira Vista United Church of Christ on its 70th Anniversary**

WHEREAS, Mira Vista United Church of Christ (MVUCC) started in the El Cerrito home of Rev. Gifford Webster on Easter Sunday, April 9, 1950, with 70 charter members; and

WHEREAS, Mira Vista United Church of Christ moved to a new building at 7075 Cutting Blvd. in El Cerrito, holding its first service there in August 1951; and

WHEREAS, MVUCC grew steadily over the years, with dedicated community leadership and service; and

WHEREAS, In 1967, in collaboration with other churches, MVUCC co-founded the Greater Richmond Interfaith Program (GRIP), and actively participates in GRIP services including the Souper Center, which provides free community meals and a winter rotating shelter program; and

WHEREAS, In 2005, the church started dedicating 15% of all pledges to non-profits; and

WHEREAS, MVUCC has joined many mission trips to New Orleans to help with rebuilding post Hurricane Katrina; and

WHEREAS, The church moved to its current location at 680 Ashbury Avenue in El Cerrito in 2002;

WHEREAS, In 2018, MVUCC formed The Good Table LLC in partnership with Planting Justice to purchase the former Adachi Nursery in El Sobrante to provide a gathering space for spiritual celebrations and developed a Pay-what-you-can and pay-it-forward café, organic tree and plant nursery; and

WHEREAS, MVUCC hosts a weekly interfaith meditation group with Sycamore UCC, community office hours at Catahoula Coffee in Richmond and hosts a shared meal every Sunday following 12 noon worship; and

WHEREAS, In April 2020, MVUCC celebrates its 70th Anniversary, with an event at Fern Cottage in Kennedy Grove and announces the new name for a new model of ministry and service: The Good Table United Church of Christ;

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby congratulate Mira Vista United Church of Christ's on its 70th Anniversary and honors the church for its decades of devoted community service.

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**CANDACE ANDERSEN**

Chair, District II Supervisor

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**JOHN GIOIA**

Chair, District I Supervisor

---

**DIANE BURGIS**

District III Supervisor

---

**KAREN MITCHOFF**

---

**FEDERAL D. GLOVER**

District IV Supervisor

District V Supervisor

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

ATTESTED: March 31, 2020

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: March 31, 2020

Subject: In the matter of honoring Concord Police Chief Guy Swanger on his retirement

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Colleen Isenberg,  
925-521-7100

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

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2020/98

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

In the matter of:

**Resolution No. 2020/98**

In the matter of honoring Concord Police Chief Guy Swanger on his retirement

Whereas, Chief Swanger has served in law enforcement for over 36 years; and

Whereas, he holds a B.A. in History from the University of San Diego and an M.P.A. from San Diego State University; and

Whereas, Chief Swanger graduated from the FBI National Academy in 2008; and

Whereas, he had previously served over 26 years with the San Diego Police Department and obtained the rank of captain; and

Whereas, his experience included leading several investigative units, involving over 165 detectives and 25 civilian support staff; and

Whereas, he was the commanding officer for the Mid City Division, San Diego's largest, and was the Executive Director of the San Diego Family Justice Center under the Office of the Mayor; and

Whereas, Chief Swanger also co-authored a book entitled "Managing Innovation in Policing: The Untapped Potential of the Middle Manager," which has been used by university and command colleges; and

Whereas, Chief Guy Swanger took the helm of the Concord Police Department on January 3, 2011; and

Whereas, he currently serves as a board member for the National Council on Crime and Delinquency; and

Whereas Chief Swanger is a member for the State of California AARP Livable Communities Committee; and

Whereas, he served as Chair of the Contra Costa Chiefs of Police Association in 2017; and

Whereas, he was also instrumental in helping bring a Central County Family Justice Center to Concord in order to assist family violence victims and served on their Board of Directors; and

Whereas, Chief Swanger has worked diligently to improve safety across Concord leading to reductions in violent crime across the city.

Now therefore be it resolved that the Contra Costa County Board of Supervisors recognizes Guy Swanger on the occasion of his retirement and honors his dedication to the safety of our community.

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**CANDACE ANDERSEN**  
Chair, District II Supervisor

\_\_\_\_\_  
**JOHN GIOIA**  
Chair, District I Supervisor

\_\_\_\_\_  
**DIANE BURGIS**  
District III Supervisor

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

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

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

ATTESTED: March 31, 2020

David J. Twa,

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





Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: March 31, 2020

Subject: Declaring April 5, 2020 as Education and Sharing Day in Contra Costa county

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF  
SUPERVISORS**

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

ATTESTED: March 31, 2020

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

Contact: Sonia  
Bustamante

By: , Deputy

cc:

ATTACHMENTS

Resolution

2020/109

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

In the matter of:

**Resolution No. 2020/109**

**Declaring April 5, 2020 Education and Sharing Day in Contra Costa County**

Whereas, Excellence in education is vital to the success of our Country, and in Contra Costa County we seek to instill in each child and young person a good education and educational opportunities; and

Whereas, by preparing our students for the responsibilities and opportunities of the future, good education develops the whole child or whole person, through lessons on language, arts, math, science, technology, health and ethics; and

Whereas, The Rebbe, Rabbi Menachem Schneerson, who passed away in 1994 and was considered one of the most influential Jewish leaders of the 20th century, dedicated his life to the betterment of mankind and improving education; and

Whereas, Rabbi Schneerson taught that education shouldn't be limited to the acquisition of personal knowledge and preparation for a career, but also for improving society as a whole or the betterment of society, and therefore encompass building character, with emphasis on the development of moral and ethical values, which are a bedrock of society; and

Whereas, The United States Congress in 1978 established Education & Sharing Day as an annual commemoration of the values, beliefs and achievements of Rabbi Menachem Schneerson; and

Whereas, In 1994, Rabbi Schneerson was posthumously awarded the Congressional Gold Medal for his "outstanding and lasting contributions toward improvements in world education, morality, and acts of charity;" and

Whereas, this year marks the 70th anniversary of the Rebbe's leadership of the global Chabad Lubavitch movement since 1950;

Therefore, be it resolved that the Board of Supervisors of Contra Contra County do hereby declare April 5, 2020 as Education and Sharing Day in Contra Costa County in honor of the educational mission of The Rebbe, Rabbi Menachem M. Schneerson, and call on educators, volunteers and citizens to reach out to young people to support their educational growth, development and potential.

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**CANDACE ANDERSEN**  
Chair, District II Supervisor

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**JOHN GIOIA**  
Chair, District I Supervisor

---

**DIANE BURGIS**  
District III Supervisor

---

**KAREN MITCHOFF**  
District IV Supervisor

---

**FEDERAL D. GLOVER**  
District V Supervisor

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

ATTESTED: March 31, 2020

David J. Twa,

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



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: March 31, 2020

Subject: Staff Appointments to the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Advisory Committee

---

**RECOMMENDATION(S):**

REAPPOINT the following staff to the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Advisory Committee, with terms expiring December 31, 2021:

- Contra Costa County Seat: Robert Sarmiento, Department of Conservation and Development
- Contra Costa County Seat-Alternate: Jerry Fahy, Public Works Department

**FISCAL IMPACT:**

No impact to the General Fund. Staff time for this effort has been incorporated into the Departments' budgets.

**BACKGROUND:**

With the formalization of the Countywide Bicycle and Pedestrian Advisory Committee (CBPAC) in 2011, the bylaws (Exhibit A) call for member agencies to reappoint representatives or appoint new staff representatives every other year for a two-year term.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Robert Sarmiento, (925)  
674-7822

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

By: , Deputy

cc: Jerry Fahy

BACKGROUND: (CONT'D)

The structure of the CBPAC is as follows (from the CBPAC bylaws):

1. One citizen and one staff person plus one alternate appointed by each of the four Regional Transportation Planning Committees;
2. One staff person plus one alternate appointed by the County of Contra Costa;
3. One representative plus one alternate appointed by the East Bay Regional Park District;
4. One citizen representative plus one alternate appointed by Bike East Bay;
5. Two citizens appointed by the Authority, one of whom is familiar with issues of youth walking and bicycling and one of whom is familiar with issues of seniors and disabled non-motorized transportation.

CONSEQUENCE OF NEGATIVE ACTION:

If the recommended action is not taken, the County will not be represented on the Countywide Bicycle and Pedestrian Advisory Committee, and the County's position will not be represented during the development of recommendations on planning and funding issues related to walking and bicycling policies in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

The Countywide Bicycle and Pedestrian Advisory Committee reviews policies and projects that support safe routes to schools.

ATTACHMENTS

Exhibit A - CCTA CBPAC Bylaws



# BY-LAWS

## Countywide Bicycle and Pedestrian Advisory Committee

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*Adopted October 19, 2011*

These by-laws outline the purpose, membership, responsibilities, and operating procedures of the Contra Costa Countywide Bicycle and Pedestrian Advisory Committee (herein “CBPAC”) of the Contra Costa Transportation Authority (the “Authority”).

### **1. Name and Authorization**

The name of this organization shall be the Contra Costa Countywide Bicycle and Pedestrian Advisory Committee (CBPAC).

### **2. Purpose**

- 2.1. The purpose of the CBPAC is to advise the Authority on bicycle and pedestrian issues and to help the Authority carry out its responsibilities as a sales tax and congestion management agency.
- 2.2. The CBPAC shall have the responsibility to:
  - 2.2.1. Oversee updates to the CBPP and other Authority policy documents and help implement the policies established therein
  - 2.2.2. Review and provide recommendations on applications for funding for bicycle and pedestrian projects and programs
  - 2.2.3. Review and comment on “complete streets” checklists required of proposed projects
  - 2.2.4. Address other bicycle or pedestrian issues facing the Authority, Contra Costa and the region

### **3. Membership**

- 3.1. The CBPAC shall be comprised of 13 members, plus alternates as noted, appointed from the following agencies:
  - 3.1.1. One citizen and one staff person plus one alternate appointed by each of the four Regional Transportation Planning Committees
  - 3.1.2. One staff person plus one alternate appointed by the County of Contra Costa
  - 3.1.3. One representative plus one alternate appointed by the East Bay Regional Park District
  - 3.1.4. One citizen representative plus one alternate appointed by the East Bay Bicycle Coalition
  - 3.1.5. Two citizens appointed by the Authority, one of which familiar with issues of youth walking and bicycling and one of which familiar with issues of seniors and disabled non-motorized transportation
- 3.2. Citizen members shall be residents of Contra Costa.
- 3.3. Members shall represent the general countywide interest and not solely the interest of their appointing authorities or any specific organization.
- 3.4. At the discretion of the respective appointing body, CBPAC members are subject to recall at anytime.
- 3.5. Members shall be appointed for two year terms. There shall be no limit on the number of consecutive terms which a member may serve.
- 3.6. If a member fails to attend three consecutive meetings, whether regularly scheduled or special, the position to which that member was appointed shall be considered vacant. Attendance by an alternate for that position shall be considered attendance by the member.



- 3.7. A vacancy in a position shall be filled for the remainder of the term by the alternate assigned to that position, if any, or until the appointing agency appoints another person to fill that position.

#### **4. Officers**

- 4.1. The Officers of the CBPAC shall be a Chair and a Vice-Chair. Their duties shall be as follows:
  - 4.1.1. Chair: Presides over CBPAC meetings; reviews the meeting agenda; appoints subcommittees and subcommittee chairs; and reports the CBPAC's actions and decisions to the Authority as appropriate.
  - 4.1.2. Vice-Chair: Presides over the CBPAC meetings in the absence of the Chair; conducts the other duties of the Chair in his/her absence.
- 4.2. Election of Officers shall be made as follows:
  - 4.2.1. Chair: The Chair's term of office shall be for one calendar year. The Chair shall be elected each year at the last meeting of the calendar year by a majority of the CBPAC members present and voting, and shall serve until replaced by a newly-elected chair. If the term of appointment of the Chair expires before the year is out, and that member does not seek or accept reappointment, the Vice-Chair will serve as Chair until the following January.
  - 4.2.2. Vice-Chair: This officer shall be elected by a majority of the CBPAC members present and voting at the last meeting of the calendar year. The term of office shall be for one year. If the term of appointment of the Vice-Chair expires before the year is out and that member does not seek or accept reappointment, the Committee will hold an election for a Vice-Chair to serve out the remainder of the term.
- 4.3. In the event of a vacancy in the office of the Chair, the Vice-chair shall be elevated to the office of Chair for the remainder of the calendar year term, and the CBPAC shall nominate and elect a new Vice-chair.

## **5. Voting**

- 5.1. Decision-making by the CBPAC shall be by consensus. The CBPAC shall use formal voting only where consensus among members, and alternates attending in place of a member, cannot be reached.
- 5.2. Each member shall have one vote. Alternates are eligible to vote when seated in place of their regular committee member.
- 5.3. A quorum shall consist of a majority of the then-appointed CBPAC members. Vacant positions shall not be considered in calculating whether a quorum has been achieved. Alternates attending instead of regularly-appointed members shall be considered as members in determining whether a quorum has been achieved.
- 5.4. Actions taken by the CBPAC must be approved by a majority of those members or alternates eligible to vote at a meeting at which a quorum has been achieved.

## **6. Meetings**

- 6.1. All CBPAC meetings shall be posted public meetings conducted in compliance with the Brown Act.
- 6.2. The regular meetings of the CBPAC are generally scheduled for the fourth Monday of every other month beginning in January of every year at 11:00 a.m. in the Authority offices at 2999 Oak Road, Suite 100, Walnut Creek, California 94597. Additional or alternative meetings may be scheduled to address issues requiring more immediate consideration.
- 6.3. The rules contained within the current edition of Robert's Rules of Order (Newly Revised) shall govern the CBPAC in all cases to which they are applicable and in which they are not inconsistent with these bylaws, the Authority's Administrative Code, the Authority's Office Procedures Guide, and any special rules of order the CBPAC may adopt.

## **7. Subcommittees**

- 7.1. The Chair may establish subcommittees and ad hoc committees as necessary.

- 7.2. Each subcommittee shall consist of at least three (3) CBPAC members. Members shall be reappointed annually.

## **8. Amendment of By-Laws**

Amendment of these bylaws may be initiated either by the CBPAC or the Authority directly. Amendment by the CBPAC requires a two-thirds (2/3) vote of the CBPAC members present and voting at any regular meeting of the CBPAC, and subsequent approval by the full Authority Board. Amendment by the Authority would be made consistent with the Authority's adopted procedures.

## **9. Communications and Reporting**

- 9.1. The primary channel of communication for the CBPAC shall be through written and oral reports from the CBPAC to the Technical Coordinating Committee, and through that committee to the Planning Committee and Authority board.
- 9.2. Reports from the CBPAC should reflect the consensus of the CBPAC. If consensus has not been achieved, the Chair shall convey to the Authority that the CBPAC position reflects a majority vote, and the Chair shall acknowledge and convey minority opinions.
- 9.3. CBPAC members are encouraged to report back to their appointing Councils or boards on at least an annual basis and more frequently if warranted.

## **10. Conflict of Interest**

- 10.1. There shall be no monetary gain by members of the CBPAC as a result of their membership and actions on the CBPAC.
- 10.2. CBPAC members shall recuse themselves from discussion and voting on issues in which they might have a personal financial interest or benefit.



Contra  
Costa  
County

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: March 31, 2020

Subject: Reappoint Derek Mims to the City of Pleasant Hill Seat on the Aviation Advisory Committee

---

**RECOMMENDATION(S):**

REAPPOINT Mr. Derek Mims to the City of Pleasant Hill seat on the Aviation Advisory Committee (AAC) to a term expiring February 28, 2021, as recommended by the Pleasant Hill City Council.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The AAC was established by the Board of Supervisors (Board) to provide advice and recommendations to the Board on the aviation issues related to the economic viability and security of airports in Contra Costa County (County). The AAC is mandated to cooperate with local, state, and national aviation interests for the safe and orderly operation of airports; advance and promote the interests of aviation; and protect the general welfare of the people living and working near the airport and the County in general.

The AAC may initiate discussions, observations, or investigations and may hear comments on airport and aviation matters from the public or other agencies in order to formulate recommendations to the Board. In conjunction with all the above,

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Beth Lee (925)  
681-4208

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the AAC provides a forum for the Director of Airports regarding policy matters at and around the airport.

The AAC comprises 13 members who must work and/or reside in Contra Costa County: one appointed by each Supervisor; one from and nominated to the Board by the City of Concord; one from and nominated to the Board by the City of Pleasant Hill; one from and nominated to the Board by the Contra Costa County Airports Business Association; one from the community of Pacheco and nominated to the Board by the Airport Committee; one from the vicinity of Byron Airport (Brentwood, Byron, Knightsen or Discovery Bay) and nominated to the Board by the Airport Committee; and three at large to represent the general community, to be nominated by the Airport Committee.

On March 6, 2018, the Pleasant Hill City Council unanimously approved a recommendation that Derek Mims continue to serve as the representative for the City of Pleasant Hill. Board approval to reappoint Derek Mims is being retroactively requested as documentation for his reappointment cannot be located and, thus, Pleasant Hill's recommendation cannot be confirmed.

CONSEQUENCE OF NEGATIVE ACTION:

The City of Pleasant Hill will not be represented on the Aviation Advisory Committee.

ATTACHMENTS

Reappointment to AAC



## City of Pleasant Hill

"E" AAE"



RECEIVED  
BUCHANAN  
AIRPORT

2018 MAR -8 P 12:32

March 6, 2018

Mr. Keith Freitas, Director of Airports  
Contra Costa County Airports  
550 Sally Ride Drive  
Concord, CA 94520

Re: Pleasant Hill Appointment of Derek Mims to Contra Costa Aviation Advisory Committee

Dear Mr. Freitas:

The Pleasant Hill City Council, at its meeting of March 5, 2018, approved forwarding a recommendation to the Contra Costa County Board of Supervisors to nominate Derek Mims for reappointment to the Contra Costa Aviation Advisory Committee. The reappointment term, if approved by the Board, will expire at the end of February, 2021.

Please provide confirmation of the Board's final appointment to:

City of Pleasant Hill  
Attn: Juanita Davalos, Administrative Analyst  
100 Gregory Lane  
Pleasant Hill, CA 94523

If you have any questions, feel free to contact Juanita Davalos at 925-671-5283 or [jdavalos@pleasanthillca.org](mailto:jdavalos@pleasanthillca.org).

Thank you for your attention to this matter.

Sincerely,

Timothy M. Flaherty  
Mayor

TMF: jmd

cc: Contra Costa County Clerk of the Board  
Mr. Derek Mims



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: March 31, 2020

Subject: APPOINT Lauren McCollins to the Rodeo Municipal Advisory Council Appointee Seat 3

---

**RECOMMENDATION(S):**

Appoint the following individual to the Rodeo Municipal Advisory Council Appointee Seat 3 with a term to expire on December 31, 2020, as recommended by Supervisor Glover:

Lauren McCollins  
601 Sonoma Avenue  
Rodeo, CA 94572

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Rodeo Municipal Advisory Council advises the Supervisor and the administrative department regarding the desires of the community.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Appointee 3 Seat will remain vacant.

**CHILDREN'S IMPACT STATEMENT:**

None

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Dominic Aliano  
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: Candace Andersen, District II Supervisor  
Date: March 31, 2020

Subject: APPOINTMENT TO THE COUNTY SERVICE AREA P-5 CITIZENS ADVISORY COMMITTEE

---

**RECOMMENDATION(S):**

REAPPOINT the following individuals to the following seats on the County Service Area P-5 Citizens Advisory Committee for a two-year term with an expiration date of December 31, 2021, as recommended by Supervisor Candace Andersen:

- Appointee 2: Leland Mlejnek, Alamo, CA 94507
- Appointee 3: Linda Schulz, Alamo, CA 94507
- Appointee 4: Mark Young, Alamo, CA 94507
- Appointee 8: Rick Kopf, Alamo, CA 94507

**FISCAL IMPACT:**

NONE

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Jill Ray,  
925-957-8860

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

By: , Deputy

cc: District 2 Supervisor, CSA P5 CAC, Maddy Book, Appointee, , ,

**BACKGROUND:**

Established on April 18, 1972, by Resolution Number 72/257, the purpose of the County Service Area P-5 Citizen Advisory Committee is to act as a liaison between the citizens of the P-5 Police District and the Office of the Sheriff of Contra Costa County by: Advising the Board of Supervisors and the Office of the Sheriff of the community's needs and desires regarding police protection; Promoting public safety in the areas of home safety, traffic safety, vacation security and crime prevention through the neighborhood watch program; and maintaining oversight of expenditures of the public funds accruing in the P-5 Police District.

**CONSEQUENCE OF NEGATIVE ACTION:**

The P5 will not be able to attain a quorum.

**CHILDREN'S IMPACT STATEMENT:**

NONE



Contra  
Costa  
County

To: Board of Supervisors  
From: Russell Watts, Treasurer-Tax Collector  
Date: March 31, 2020

Subject: RENEW APPOINTMENTS OF SCHOOL AND COMMUNITY COLLEGE REPRESENTATIVE AND  
ALTERNATE TO THE TREASURY OVERSIGHT COMMITTEE

---

**RECOMMENDATION(S):**

APPOINT Julie Bautista to the Category 2 Seat, County School Districts and Community College representative of Treasury Oversight Committee. Term May 1, 2020 - April 30, 2024 (Reappointment)

APPOINT Christine Rea to the Category 2 Seat, an Alternate representative for the County School Districts and Community College of Treasury Oversight Committee. Term May 1, 2020 - April 30, 2024 (Reappointment)

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Board of Supervisors established the Treasury Oversight Committee on November 14, 1995, pursuant to Chapter 5, Article 6 of the California Government Code. The purpose of the Treasury Oversight Committee is to review and monitor the County Treasurer's annual investment policy, and to ensure an annual audit is conducted to determine the County's compliance with Government Code §§ 27130-27137. The Committee will be

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Ronda Boler, (925)  
957-2806

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

composed of seven statutory members and three alternates. The Committee members are in three different categories as follows:

Category 1: Appointed officials (two statutory members and one alternate). Category 1 appointed members are the County Superintendent of Schools or his or her designee and a representative and an alternate of the Board or their designee.

Category 2: Elected members (two statutory members and two alternates). Category 2 includes one representative and one alternate elected by a majority of the school and community college districts; and one representative and one alternate elected by a majority of the special districts.

Category 3: Public members (three statutory members). Category 3 includes representatives from the public nominated by the County Treasurer and confirmed by the Board.

An Alternate member shall attend in place of a statutory member as to whom the Alternate is delegated only when notified of the statutory member's anticipated absence at a meeting. An Alternate member is encouraged to attend any Committee meeting but is not entitled to vote unless the statutory member to whom the Alternate is delegated is absent from that meeting. An Alternate member serving at a meeting as to which a matter requiring the Committee action is continued shall be entitled to vote on the matter in lieu of the statutory member until that matter is resolved by the Committee. The most updated Bylaws were adopted by the Treasury Oversight Committee on May 15, 2018. Terms for membership are for four years.

Julie Bautista, Chief Business Official of Acalanes Union High School District, has been elected to continue to serve as the County School Districts and Community College District representative. Her term starts May 1, 2020 through April 30, 2024.

Christine Rea was elected as an Alternate for the County School Districts and Community College District seat to serve September 11, 2018 to April 30, 2020. Ms. Rea, Director I, External Business Services, has been elected to continue to serve as the Alternate representative for the County School Districts and Community College District. Her term starts May 1, 2020 through April 30, 2024.

Upon approval by the Board of Supervisors, both Ms. Bautista and Ms. Rea will be reappointed to serve on the Treasury Oversight Committee.

## CONSEQUENCE OF NEGATIVE ACTION:

No continuous representation by the legislative bodies of the special districts in the County on the Treasury Oversight Committee as required by California Government Code section 27132 and the November 14, 1995, County Board Order (I.O.-4) regarding composition of a County Treasury Oversight Committee.

## ATTACHMENTS

Julie Bautista Nomination 2020

Christine Rea Nomination 3.20

TOC Application - C.Rea

TOC Application - J.Bautista



## Contra Costa County Office of Education

77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388  
Lynn Mackey, Superintendent of Schools

March 5, 2020

Russell Watts  
Treasurer-Tax Collector  
Contra Costa County  
625 Court Street, Room 102  
Martinez, CA 94553-1231

Dear Mr. Watts:

I am pleased to nominate Julie Bautista, Chief Business Official of Acalanes Union High School District, to continue to serve as the County School Districts and Community College District representative on the Treasury Oversight Committee (TOC) for the term May 1, 2020 through April 30, 2024.

Thank you for taking my nomination before the County Board of Supervisors for approval of this appointment.

Sincerely,

A handwritten signature in blue ink that reads "Lynn Mackey". The signature is fluid and cursive.

Lynn Mackey  
Superintendent of Schools  
Contra Costa County

LM/bf

cc: John Nickerson, Ed.D., Superintendent, AUHSD  
Bill Clark, Deputy Superintendent, Business Services, CCCOE  
Julie Bautista, Chief Business Official, AUHSD



## Contra Costa County Office of Education

77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388  
Lynn Mackey, Superintendent of Schools

March 5, 2020

Russell Watts  
Treasurer-Tax Collector  
Contra Costa County  
625 Court Street, Room 102  
Martinez, CA 94553-1231

Dear Mr. Watts:

I am pleased to nominate Christine Rea, Director I, External Business Services, to continue to serve as the Alternate for County School Districts and Community College District representative on the Treasury Oversight Committee (TOC) for the term May 1, 2020 through April 30, 2024. Thank you for taking my nomination before the County Board of Supervisors for approval of this appointment.

Sincerely,

A handwritten signature in blue ink that reads "Lynn Mackey". The signature is fluid and cursive.

Lynn Mackey  
Superintendent of Schools  
Contra Costa County

LM/bf

cc: Bill Clark, Deputy Superintendent, Business Services, CCCOE  
Christine Rea, Director I, External Business Services, CCCOE

Print Form



Contra Costa County



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: Christine, Last Name: Rea, Home Address - Street: [redacted], City: Martinez, Zip Code: 94553, Phone: [redacted], Email: CRea@cccocoe.k12.ca.us, Resident of Supervisorial District: Yes

EDUCATION Check appropriate box if you possess one of the following: [X] High School Diploma, [ ] CA High School Proficiency Certificate, [ ] G.E.D. Certificate

Table with 3 columns: Colleges or Universities Attended, Course of Study/Major, Degree Awarded. Row 1: Diablo Valley College, Accounting, Yes/No.

Other Training Completed: [ ]

Board, Committee or Commission Name: Treasury Oversight Committee, Seat Name: Alternate Superintendent of Schools

Have you ever attended a meeting of the advisory board for which you are applying? [X] No, [ ] Yes

Please explain why you would like to serve on this particular board, committee, or commission. As the County Office has oversight responsibilities for the 16 school districts in the county, it is critical that County representation is included to keep our districts informed.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I have worked in school business for close to 20 years and Wells Fargo before that. As Director of External Business Services it is my responsibility to be as informed as possible on fiscal information that may impact the school districts.

I am including my resume with this application: Please check one: [ ] Yes, [X] No

I would like to be considered for appointment to other advisory bodies for which I may be qualified. Please check one: [ ] Yes, [X] 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.

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: Christina M. Bea Date: 3/2/2020

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)

#### 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.





CONTRA COSTA COUNTY  
Office of Education  
learn • lead • achieve

77 Santa Barbara Road, Pleasant Hill, CA 94523

RECORDED

MAR 04 2020

CLERK BOARD OF SUPERVISORS  
CONTRA COSTA COUNTY

Clerk of the Board of Supervisors  
651 Pine St., Room 106  
Martinez, CA 94553

945531293 0001



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04 1MT 1460490



Contra Costa County

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

Julie

Last Name

Bautista

Home Address - Street

[Redacted]

City

Danville

Zip Code

94526

Phone (best number to reach you)

[Redacted]

Email

jbautista@auhdschools.org

Resident of Supervisorial District:

Yes

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

Golden Gate University Business Administration  Yes  No

San Francisco State General Education  Yes  No

CBO Training School Finance  Yes  No

Other Training Completed:

[Redacted]

Board, Committee or Commission Name

Treasury Oversight Committee

Seat Name

Member

Have you ever attended a meeting of the advisory board for which you are applying?

No

Yes If yes, how many?

Regularly

Please explain why you would like to serve on this particular board, committee, or commission.

I have been in school finance for over 25 years, having launched my career as Senior Food Service Clerk at West Contra Costa Unified School District (WCCUSD). I was promoted to the position of Accounting and Budget Supervisor, overseeing budget development and managing multi-million categorical programs. After eight years with WCCUSD, I joined the Acalanes Union High School District (AUSHD) where I am now serving as the Chief Business Official. I oversee the Business Services Division that includes Fiscal Services, Facilities, Maintenance, Grounds and Transportation, Food Service and Safety Program and Custodial, Aquatic Operations and Facilities Use, providing services that are an integral part of the high quality education students receive.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I have been serving on the Treasury Oversight Committee as a member representing County Schools and the Contra Costa Community College District since April of 2018.

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.

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:

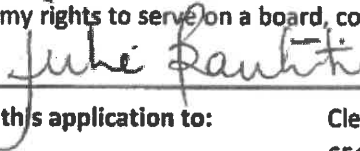
Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

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: 03/12/2020

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)

#### Important Information

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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.



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: March 31, 2020

Subject: APPOINTMENT TO THE ALAMO POLICE SERVICES ADVISORY COMMITTEE

---

**RECOMMENDATION(S):**

REAPPOINT the following individuals to the following seats on the Alamo Police Services Advisory Committee for a two-year term with an expiration date of December 31, 2021, as recommended by Supervisor Candace Andersen:

Appointee 3: Joseph Motta, Alamo, CA 94507

Appointee 5: Steve Nelson, Alamo, CA 94507

Appointee 9: Clark Johnson, Alamo, CA 94507

APPOINT the following individuals to the following seats on the Alamo Police Services Advisory Committee for terms with expiration dates as noted below, as recommended by Supervisor Candace Andersen:

Appointee 6: Ross Hillesheim, Alamo, CA 94507, Expires December 31, 2020

Appointee 7: Christy Campbell, Alamo, CA 94507, Expires December 31, 2021

**FISCAL IMPACT:**

NONE

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Jill Ray,  
925-957-8860

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

By: , Deputy

cc: District 2 Supervisor, Maddy Book, APSAC, Appointee, , , ,

BACKGROUND:

Established on November 18, 1969, by Board Resolution 69/765, the purpose of the County Service Area P-2B Citizens Advisory Committee is to advise the Board of Supervisors and the Sheriff's Department on the needs of the Alamo community for extended police services which shall include, but not be limited to, enforcement of the State Vehicle Code, crime prevention, and litter control. On March 19, 2013, the Board of Supervisors approved a Board Order that retitled the County Service Area P-2B Citizens Advisory Committee to the "Alamo Police Services Advisory Committee". Alamo Police Services Advisory Committee is comprised of nine regular members and two alternates who each serve a two year term.

CONSEQUENCE OF NEGATIVE ACTION:

A quorum will be difficult to establish, therefore meetings will have to be cancelled.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: March 31, 2020

Subject: APPOINTMENT TO THE IRON HORSE CORRIDOR MANAGEMENT PROGRAM ADVISORY COMMITTEE

---

**RECOMMENDATION(S):**

APPOINT the following individual to the District II Seat on the Iron Horse Corridor Management Program Advisory Committee for a two-year term with an expiration date of January 1, 2022, as recommended by Supervisor Candace Andersen:

Nazanin Shakerin, Alamo, CA 94507

**FISCAL IMPACT:**

NONE

**BACKGROUND:**

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

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Jill Ray,  
925-957-8860

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

By: , Deputy

cc: District 2 Supervisor, Maddy Book, IHC, Appointee

BACKGROUND: (CONT'D)

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

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

NONE



**Contra  
Costa  
County**

To: Board of Supervisors  
From: INTERNAL OPERATIONS COMMITTEE  
Date: March 31, 2020

Subject: RECOMMENDATION FOR APPOINTMENT TO THE COUNTY PLANNING COMMISSION

---

**RECOMMENDATION(S):**

APPOINT Ross Hillesheim to the At Large #2 seat on the County Planning Commission to complete the current term ending on June 30, 2020 and to a new a four-year term beginning July 1, 2020 and ending June 30, 2024.

**FISCAL IMPACT:**

Planning Commissioners receive a County-paid stipend of \$50 per meeting, not to exceed \$300 a month, plus mileage reimbursement.

**BACKGROUND:**

On December 12, 2000, the Board of Supervisors approved a policy on the process for recruiting applicants for selected advisory bodies of the Board. This policy requires an open recruitment for all vacancies to At Large seats appointed by the Board. The Board also directed that the IOC personally conduct interviews of applicants for At Large seats on several boards, committees, and commissions including the Contra Costa County Planning Commission.

There is a current vacancy in the At Large #2 seat on the Planning Commission. The current term of office for this seat will expire on June 30, 2020 and the subsequent term will run from July 1, 2020 - June 30, 2024.

The Planning Commission's powers and duties include:

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Julie DiMaggio Enea  
(925) 335-1077

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

By: , Deputy

cc: IOC Staff, Planning Commission Staff





## BACKGROUND: (CONT'D)

Exercise all powers and duties prescribed by law (statute, ordinance or board order), including consideration of matters referred to it by the zoning administrator except those powers and duties specifically reserved or delegated to other divisions of the planning agency;

- Initiate preparation of general plans, specific plans, regulations, programs and legislation to implement the planning power of the county;
- Be generally responsible for advising the legislative body of matters relating to planning, which, in the opinion of the commission, should be studied;
- Be the advisory agency as designated in Title 9 of this code for the purpose of passing on subdivisions;
- Hear and decide all applications or requests for proposed entitlements estimated to generate one hundred or more peak hour trips unless otherwise provided by this code or board order; and
- Hear and make recommendations regarding proposed development agreements when it is hearing the related project applications being processed concurrently with the development agreements.

At the direction of the Internal Operations Committee, staff initiated a six-week recruitment by issuing a press release (attached) on January 10th advertising the vacancies, with an application deadline of February 7, which was extended through February 21. The recruitment garnered four applications, attached. The IO Committee interviewed three candidates on March 9; the fourth candidate did not appear for the interview. As a result of the interview, the IO Committee recommends the appointment of Ross Hillesheim.

## ATTACHMENTS

Planning Commission Roster March 2020

Planning Commission Media Release

Candidate Application\_Ross Hillesheim\_Planning Commission

Candidate Application\_LaMar Anderson\_Planning Commission

Candidate Application\_Daniel Borsuk\_Planning Commission

Candidate Application\_Johana Gurdian\_Planning Commission

**Planning Commission Roster - March 2020**

| <b><u>Position</u></b> | <b><u>Name</u></b> | <b><u>Start date</u></b> | <b><u>End date</u></b> | <b><u>City</u></b> | <b><u>District</u></b> |
|------------------------|--------------------|--------------------------|------------------------|--------------------|------------------------|
| At-Large 1             | Bhupen Amin        | 1-Jul-18                 | 30-Jun-22              | Walnut Creek       | IV                     |
| At-Large 2             | Vacancy            |                          | 30-Jun-20              |                    |                        |
| District I             | Jeffrey Wright     | 1-Jul-19                 | 30-Jun-23              | El Cerrito         | I                      |
| District II            | Rand Swenson       | 24-Oct-17                | 30-Jun-21              | Alamo              | II                     |
| District III           | Bob Mankin         | 11-Feb-20                | 30-Jun-21              | Discovery Bay      | III                    |
| District IV            | Kevin Van Buskirk  | 1-Jul-19                 | 30-Jun-23              | Pleasant Hill      | IV                     |
| District V             | Donna Allen        | 18-Oct-16                | 30-Jun-20              | Martinez           | V                      |



## Contra Costa County

County Administrator's Office • 651 Pine Street, 10<sup>th</sup> Floor • Martinez, CA 94553 • [www.contracosta.ca.gov](http://www.contracosta.ca.gov)

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### Media Release

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**FOR IMMEDIATE RELEASE**  
Friday, January 10, 2020

Contact: Julie DiMaggio Enea  
Phone: (925) 335-1077  
Email: [julie.enea@cao.cccounty.us](mailto:julie.enea@cao.cccounty.us)

#### **WOULD YOU LIKE TO SERVE ON THE COUNTY PLANNING COMMISSION?**

The Contra Costa County Board of Supervisors is seeking an individual who is interested in serving on the County's Planning Commission. The Commission is responsible for hearing and deciding applications for proposed projects that generate more than 100 peak hour trips, and all appeals from decisions of the zoning administrator. The Commission also may initiate preparation of general plans, specific plans, regulations, programs, and legislation to implement the land use planning power of the county; is generally responsible for advising the Board of Supervisors of matters relating to planning; is the designated advisory agency for the purpose of passing on subdivisions; and hears and makes recommendations regarding proposed development agreements.

Meetings of the Planning Commission are generally held on the second and fourth Wednesdays of each month at 7:00 p.m. in Martinez. Members of the Planning Commission receive \$50 per meeting up to a monthly maximum of \$300, plus mileage expense. The appointment will be for a full four-year term ending June 30, 2024.

Application forms can be obtained from the Clerk of the Board of Supervisors by calling (925) 335-1900 or by visiting the County webpage at [www.contracosta.ca.gov](http://www.contracosta.ca.gov). Applications should be returned to the Clerk of the Board of Supervisors, Room 106, County Administration Building, 651 Pine Street, Martinez, CA 94553 **no later than 5:00 p.m. on Friday, February 7, 2020**. Applications will be reviewed, and invitations to interview with the Internal Operations Committee of the Board of Supervisors will be extended to qualified candidates. Interviews will take place during February at the County Administration Building, 651 Pine Street, Martinez, CA 94553. The appointment is anticipated to be effective following Board of Supervisors action in March 2020.

###

Contra Costa County Boards & Commissions  
Application Form



Profile

First Name: Ross Middle Initial: A Last Name: Hillesheim

Home Address: \_\_\_\_\_ Suite or Apt: \_\_\_\_\_  
City: Alamo State: \_\_\_\_\_ Postal Code: 94507

Email Address: \_\_\_\_\_

Which supervisorial district do you live in? 2  
None Selected

Education

Select the option that applies to your high school education \* high school graduate  
None Selected

College/ University A

Name of College Attended University of Utah

Degree Type / Course of Study / Major Bachelors of Science, Economics

Degree Awarded? Yes  
 Yes  No

College/ University B

Name of College Attended John F Kennedy, School of Law

Degree Type / Course of Study / Major JD

Degree Awarded?

Yes

Yes  No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

Yes  No

Other schools / training completed:

Course Studied

Hours Completed

Certificate Awarded?

Yes  No

Board and Interest

Which Boards would you like to apply for?

Alamo MAC, Planning Commission

None Selected

Economic Opportunity Council, Iron Horse Corridor Management

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

Yes

Yes  No

If you have attended, how many meetings have you attended?

2 - Planning Commission

Please explain why you would like to serve on this particular board, committee, or commission.

I enjoy professional meeting and collaboration. I enjoy working with diverse groups and coming to a common goal.

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

Yes

Yes  No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

No

Yes  No

List any volunteer or community experience, including any advisory boards on which you have served.

I currently serve in the leadership of my congregation's Young Mens Organization. I am an Eagle Scout.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Resume contained within the packet.

[Ross\\_Hillesheim\\_Resume - FINAL.docx](#)

Upload a Resume

**Conflict of Interest and Certification**

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

No

Yes  No

If Yes, please identify the nature of the relationship:

NA

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

~~NA~~ NO

Yes  No

If Yes, please identify the nature of the relationship:

NA

**Please Agree with the Following Statement**

---

**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 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.**

---

Agree



# ROSS ARTHUR HILLESHEIM

Pleasant Hill, CA 94523

## EXPERIENCE

**Ute Developments, LLC, Walnut Creek, CA**

**June 2015 –**

**Present**

*Ute Developments purchases real property and constructs retail fuel, community markets and multi-family projects in Northern California. The company has commercial real estate and improvements valued over \$15 million and another \$25 million of commercial real estate scheduled to be entitled or constructed by the end of 2019.*

**President and Founder**

- Oversee the firm's acquisition and entitlement of real property. Secure capital financing.
- Nurture government relations.
- Assembled and lead a knowledgeable, driven executive team to collaborate on-site selection, land use issues, and CRE brokerage.
- Collaborate with leadership team to identify best training offerings for team leaders.
- Initiated and oversee corporate responsibility and environmental initiatives.
- Proven record of successful completion of multiple simultaneous projects.
- Obtain land use and zoning approvals for various complex projects.
- Monitor assets performances through financial analysis and market research.
- Gained and employ deep knowledge and experience in corporate real estate acquisition, leasing, disposition, planning and management.
- Gained and leverage working knowledge of the various disciplines involved in the store development process, from site selection and market analysis to store opening.
- Develop insights and incentives that have shaped the company's strategy.
- Created a full database of site identification and devised strategy for team members to implement.

**Keylock Inc, Walnut Creek, CA**

**June 2010 – Present**

*Keylock Inc. operates retail fuel stations with 30 employees and over \$22 million of annual revenue. Company owns Chevron Extra-Mile and Arco AMPM retail gas stations in the San Francisco Bay Area and benefits from a management team with 25 years of combined retail experience. Keylock is actively seeking additional retail sites.*

**President and Founder**

- Serve as part of the management team. Provide executive leadership with the Chief Operating Officer and manage the business.
- Assembled a devoted, solution-oriented executive team and employee base by inspiring a culture of open and fair dialogue to collaborate for solutions, which has ensured business success.
- Participate in full range of business development activities. Build and manage client relations on multi-million-dollar deals.
- Full P&L responsibility for 3 companies within corporate structure.
- Led hiring of COO and Operations team.
- Lead teams to focus on people, product and process.
- Set clear goals for profitability.
- Lead team-building and training workshops to build and promote valued based culture.

**Euro Pacific Capital, Los Angeles, CA**

**January 2008 – May 2010**

*Euro Pacific Capital is a FINRA-sponsored investment group, working in brokerage and capital markets for their clients on 21 global exchanges.*

**Analyst, Capital Markets Group**

- Researched global markets and industries related to commodities and foreign exchange.
- Produced detailed expense analysis of business unit activities for European Debt Capital Market Services operation. Analysis was used to help business units responsible for incurring the costs. Work resulted in

- greater ability to identify cost-drivers and attain cost savings.
- Participated in private placements, equity offerings and debt structuring to major middle market foreign firms.
- Worked directly with senior business unit managers to problem-solve and formulate innovative solutions to the challenges faced by our clients.

**Marlin and Associates LLC, New York, NY**

**Summer 2004**

*Marlin and Associates is a specialized investment bank focusing on mergers and acquisitions, growth and business strategy, and valuations with an emphasis on the information and technology sector.*

**Summer IB Analyst, Mergers and Acquisitions**

- Researched, investigated and prepared confidential offering documents to clients and potential buyers.
- Work in fast-paced environment providing analytical support to 3 senior bankers.
- Prepared strategy presentations for current clients.
- Worked on pitch books and management presentations for potential clients.

### CONTINUING EDUCATION

**UC Berkeley Extension** – Math for Management - currently enrolled

**Urban Land Institute** - Real Estate Entrepreneur Program Member - since 2015

**The Analyst Exchange Level One: Financial Statements and Modeling** - 2008

### EDUCATION

**John F. Kennedy University, School of Law, Pleasant Hill, CA** Juris Doctorate of Law

**2014 – 2018**

Graduated law school from the part-time program, attending classes in the evenings. Graduated in the top 25%.

Advanced Elective Coursework: Tax Law, Administrative Law, Mediation, Real Property, and Moot Court.

**University of Utah, Salt Lake City, UT**

**2003 – 2007**

Bachelor of Science in Economics. Received part-time scholarship from athletic department.

- **Select achievements:** Completed coursework while working part-time 30 hours per week at Kirton & McConkie. First in my family's history to go to college. Became only economics student to attain a New York City investment banking summer internship.
- **Advance Coursework** included Money and Banking, Industrial Organization, Investment Analysis, International Economics and Valuation.

### EXTRACURRICULAR LEADERSHIP AND ACTIVITIES

*Professional Years*

- **Assistant Coach, Larkey Sharks Children's Swim Club, 2017-Present.**
- Completed 4 Ironman triathlons, 4 Escape from Alcatraz triathlons, Boston Marathon, and many other triathlons around The Northern Hemisphere.
- **Elders Quorum President and Ward Mission Leader, LDS Church, 2014-2018.**

*College Years*

- **Missionary** to Montana and Wyoming. Served as a Zone Leader, leading 10 missionaries with goals and service opportunities, 2001-2003.
- **Missionary** to The Wind River Indian Reservation, 2002.
- **President, Pre-Law Society, University of Utah, 2007; Member, 2006-2007.**
- **Head Student Manager, University of Utah Men's Basketball Team, 2003.**

### OTHER INFORMATION

- **Travels:** England, France, Costa Rica, Canada, Mexico.
- **Pre-College Achievement:** Eagle Scout Award, Boy Scouts of America, 1999.



Contra Costa County

JAN 16 2020
CLERK OF THE BOARD OF SUPERVISORS
CONTRA COSTA CO.

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: LaMar, Last Name: Anderson, Home Address - Street, City: Concord, Zip Code: 94520, Phone, Email, Resident of Supervisorial District: IV

EDUCATION Check appropriate box if you possess one of the following:
[checked] High School Diploma, [ ] CA High School Proficiency Certificate, [ ] G.E.D. Certificate

Table with 3 columns: Colleges or Universities Attended, Course of Study/Major, Degree Awarded. Rows include California Polytechnical University (Public Administration) and LaSalle University College of Law (Law).

Other Training Completed: Institute of Business and Finance

Board, Committee or Commission Name: PLANNING COMMISSION, Seat Name: AT-LARGE

Have you ever attended a meeting of the advisory board for which you are applying?
[ ] No, [checked] Yes, If yes, how many? 4

Please explain why you would like to serve on this particular board, committee, or commission.
2 year Planning Commissioner City of Concord. Largest City in Contra Costa County. Life time Contra Costa County resident. Familiar with the issues facing the county and the planning commission. 3 planning commission academy attendance and completion sessions. 3 years art's and culture commission contra Costa County. Concord Citizens Police Academy completion. District Attorney and sheriff department academy completion. Veteran about face program. 3 year speaker chair city of concord Kiwanis club.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)
2 year Planning Commissioner. 3 planning commission seminars where you are taught how to become an effect planning commissioner. All for the City of Concord. life-time resident and familiar with the issues facing commission. College degree. Advance college degree.

I am including my resume with this application:
Please check one: [ ] Yes, [checked] No

I would like to be considered for appointment to other advisory bodies for which I may be qualified.
Please check one: [ ] Yes, [checked] 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.

Art and Culture Commission.

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: LaMar Anderson

Date: 1-16-20

Submit this application to:

Clerk of the Board of Supervisors  
651 Pine St., Room 106  
Martinez, CA 94553

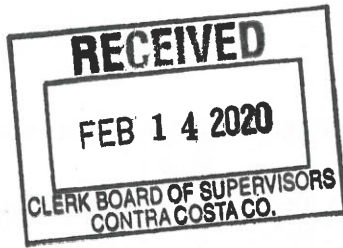
Questions about this application? Contact the Clerk of the Board at (925) 335-1900 or by email at [ClerkofTheBoard@cob.cccounty.us](mailto:ClerkofTheBoard@cob.cccounty.us)

#### 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.



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: Daniel, Last Name: Borsuk, Home Address - Street, City: Pittsburg, Zip Code: 94565, Phone, Email, Resident of Supervisorial District: V

EDUCATION Check appropriate box if you possess one of the following: [X] High School Diploma, [ ] CA High School Proficiency Certificate, [ ] G.E.D. Certificate

Table with 3 columns: Colleges or Universities Attended, Course of Study/Major, Degree Awarded. Rows include University of Oregon and Diablo Valley College.

Other Training Completed:

Board, Committee or Commission Name: Contra Costa County Board of Education, Seat Name: Area V

Have you ever attended a meeting of the advisory board for which you are applying? [X] No, [ ] Yes. If yes, how many?

Please explain why you would like to serve on this particular board, committee, or commission.

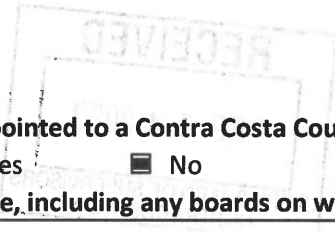
I have followed and written about county planning issues ever since I was a newspaper reporter in 1973 landing a news reporter job at the now closed San Francisco Progress. I covered the San Francisco Planning Department and the San Francisco Redevelopment's Yerba Buena Project. I wrote numerous news articles about residential and commercial developments processed through the Planning Department and approved by the Planning Commission and eventually passed by the San Francisco Board of Supervisors. Today, I freelance as a writer for the Contra Costa Herald and observe and write about Contra Costa County's key planning issues including housing affordability, transit issues, the environment including tree reforestation

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Currently I cover the Contra Costa County Board of Supervisors for the online news site, the Contra Costa Herald. I am familiar with major land use issues in Contra Costa County including waste water, public transit, public schools, city services, etc. Overall I have approximately 16 years of actually land use or planning news cover experience while at various news organizations. Please see resume for other details about my background.

I am including my resume with this application: Please check one: [X] Yes, [ ] No

I would like to be considered for appointment to other advisory bodies for which I may be qualified. Please check one: [ ] Yes, [X] 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.

[Empty box for listing volunteer and community experience]

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:

[Empty box for identifying 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:

[Empty box for identifying 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: Daniel L. Borsuk

Date: Feb. 13, 2020

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

**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.

# **DANIEL L. BORSUK**

**Pittsburg, CA 94565**

## **JOURNALISM EXPERIENCE**

**March 2017 to present, Contra Costa Herald, Antioch, CA Reporter**

Writes news articles about the Contra Costa County Board of Supervisors for an online news service.

**February 1989 to August 2014, Crittenden Research, Inc., Novato, CA Senior Editor**

Wrote and edited news articles about the United States commercial lines, surety and workers' compensation insurance markets for the weekly newsletter, Crittenden's Insurance Markets.

**January 2000 to August 2009, California Education News, Concord, CA Editor & Publisher**

Published, edited and wrote news, analysis, interviews and opinion copy covering California's public K-12, California Community Colleges, California State University and University of California systems for a twice monthly emailed newsletter.

**January 1989 to February 1989, Antioch Daily Ledger, Antioch, CA Features Writer Interviewed**  
and wrote human interest articles for a daily newspaper.

**April 1974 to December 1988, San Francisco Progress, San Francisco, CA Staff Writer**

Wrote news and human interest articles about municipal, education, public transit and miscellaneous subjects concerning San Francisco. Won journalism awards including the CTA's John Swett Award, California Newspaper Publishers Association and San Francisco Coalition of Neighborhoods.

**February 1973 to November 1973, Yuma Daily Sun, Yuma, AZ, Outdoor Editor/General Assignment Reporter**

Edited and wrote copy for weekly outdoor section for daily newspaper. Also, wrote general assignment news and feature stories. Took 35 mm photographs.

## **TEACHING EXPERIENCE**

**October, 2016 to present, Contra Costa Public Library, Project Second Chance, Antioch, CA, Tutor**

Tutors an adult how to read in the Contra Costa Public Library's Adult Literacy Program.

October 1979 to May 1984, San Francisco Community College District, San Francisco, CA,  
Teacher

Taught a nine-week course in magazine article writing at the Galileo-Marina Community College Center. The course taught adult students how to sell, research, and write a variety of articles (travelogue, profile, investigative, news, how to, etc.).

#### **PUBLIC SERVICE**

December 1989 to November 2010, Contra Costa County Board of Education, Pleasant Hill, CA,  
Trustee.

Served on the county board of education representing the special education, career education and alternative education interests of East Contra Costa County residents.

#### **VOLUNTEER WORK**

December 2014 to March 2016, Meals on Wheels, Walnut Creek, CA Driver Delivered  
meals to seniors in East Contra Costa County.

February 2015 to June 2015, Cross Country Run, Pittsburg, CA, Media Manager.

Oversaw media coverage of the 2,800 mile cross country run of two U.S. Army veterans from California to Georgia.

#### **EDUCATION**

University of Oregon, Eugene, OR, Bachelor of Science in Journalism



## Application Form

---

### Profile

Johana

First Name

D

Middle Initial

Gurdian

Last Name

Home Address

Suite or Apt

San Pablo

City

CA

State

94806

Postal Code

Primary Phone

Email Address

Which supervisorial district do you live in?

District 1

---

### Education

Select the option that applies to your high school education \*

High School Diploma

---

#### College/ University A

Name of College Attended

Contra Costa College

Degree Type / Course of Study / Major

Degree for Transfer

Degree Awarded?

Yes  No

---

#### College/ University B

Name of College Attended

University of California, Berkeley

**Degree Type / Course of Study / Major**

Bachelor of Arts in Political Science

**Degree Awarded?**

Yes  No

**College/ University C**

**Name of College Attended**

**Degree Type / Course of Study / Major**

**Degree Awarded?**

Yes  No

**Other schools / training completed:**

**Course Studied**

**Hours Completed**

**Certificate Awarded?**

Yes  No

**Board and Interest**

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

Planning Commission: Submitted

**Seat Name**

At Large

**Have you ever attended a meeting of the advisory board for which you are applying?**

Yes  No

**If you have attended, how many meetings have you attended?**

0

**Please explain why you would like to serve on this particular board, committee, or commission.**

---

I am applying to the Planning Commission because I hope to continue this learning journey about planning and development. What excites me the most about being part of the North Richmond Resident Leadership Team (NRLT), is that I have acquired knowledge about County policies, operations, and developmental processes that I did not understand or was even aware of before I joined the team. I believe that a seat on the planning commission would empower others that otherwise do not feel represented or have little knowledge on how to enact change in their communities to take steps in the right direction. My interest in planning and development began when, as a resident team, we took notice of the demolition of the Las Deltas housing projects. A few of our resident planning meetings consisted of sitting down with the executive directors of the Housing Authority to discuss how these changes would shape North Richmond. We made sure to advocate for community input into these decision-making processes, to ensure transparency and accountability. One of the ways that we, as a resident collective, have furthered and deepened our relationship with the County, is through the Envision Contra Costa 2040 General Plan update process. A victory that came out of the Quality of Life Plan was that many of the recommendations that were outlined in the Plan were adopted into North Richmond's profile and in other sections of the General Plan update. This signals that many parallels stand between what residents from North Richmond, and other neighborhoods like it, want and what County leadership would like to see for the future of Contra Costa. Ultimately, my goal is to deepen my understanding of planning and developmental processes within Contra Costa County to become an even more active and knowledgeable member of my community. I wish to be at the forefront of the implementation process of the new General Plan. This new General Plan signals a new era for the County, and I wish to be the beginning of the new generation of commissioners responsible for shaping the future of Contra Costa County.

---

**Qualifications and Volunteer Experience**

**I would like to be considered for appointment to other advisory boards for which I may be qualified.**

---

Yes  No

**Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?**

---

Yes  No

**List any volunteer or community experience, including any advisory boards on which you have served.**

---

As a North Richmond resident leader, I was involved in the process to develop the Quality of Life Plan. This plan began when fellow resident leaders took to the streets of North Richmond and interviewed over 100 neighbors about what they perceived to be the strengths, weaknesses, opportunities, and threats of NR. From the data collected, we were able to report back to the community that like the residents, many stakeholders also held similar beliefs and perceptions about our community. The work to develop the Quality of Life Plan did not end with these interviews this is where it all began. For nearly a year, the Resident Leadership team held countless hours of research and planning meetings with stakeholders, organizational partners, regional experts, and County staff. These meetings provided us the technical and policy-related knowledge that informed the recommendations outlined in the Quality of Life Plan. I am actively involved in Contra Costa County's 2040 General Plan Update. As a North Richmond Resident Leader, I have participated at multiple County meetings regarding North Richmond's profile in the general plan update. I was also part of the discussions for the Climate Action Plan community meeting that took place in North Richmond. I was a speaker at the Contra Costa Health Services Envision Health Panel, as well as a speaker at the Department of Health Care Services Conference in Sacramento.

---

**Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)**

---

-Moderate understanding of Planning and Developmental policies of Contra Costa County -Great Communication and Public Speaking Skills -Speaks Multiple Languages -Avid Learner -Educational Background in Political Science and Public Policy -Experience in Strategic Planning Processes

[Johana.Gurdian.Resume\\_2\\_.pdf](#)

Upload a Resume

---

### **Conflict of Interest and Certification**

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

---

Yes  No

**If Yes, please identify the nature of the relationship:**

---

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

---

Yes  No

**If Yes, please identify the nature of the relationship:**

---

### **Please Agree with the Following Statement**

---

**I 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 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.**

---

I Agree

# Johana Gurdian

LinkedIn <https://www.linkedin.com/in/johana-gurdian-371670194/>

## EDUCATION

---

### University of California, Berkeley

Aug 2019

Bachelor of Arts, Political Science, Minor, Public Policy

*Relevant Course Work:* Introduction to Public Policy, Latinos and the U.S. Political System, Empirical Analysis & Quantitative Methods, Race, Space & Inequality, Negotiations, Psychology of Politics

### Sophia University, Tokyo, Japan

June 2019 - Aug 2019

Summer Internship Program

*Relevant Course Work:* History of Japan, Global Citizenship

## SKILLS

---

- Languages: *Spanish (Native) | English (Native) | Japanese (Elementary)*
- Technical: Proficient in Microsoft Excel, Outlook, PowerPoint, Google Slides, Docs, Drive
- Social Media/Video: Snapchat, Facebook, Instagram, Twitter, Youtube, Vyond, Canva

## PROFESSIONAL EXPERIENCE

---

### North Richmond Leadership Team

Jul 2018 - Present

*Healthy Richmond*

*Richmond, CA*

- Outreach to North Richmond residents to understand the needs, difficulties, and strengths of the area in order to compile data and establish a Quality of Life Plan
- Research and partner with local stakeholders on Business Opportunities for North Richmond and include them as recommendations in the Quality of Life Plan
- Conduct and lead community events that inform residents and local stakeholders on what the community can do to work towards this Quality of Life Plan

### UC Berkeley Global Intern

June 2019 - Aug 2019

*Welgee NPO*

*Shibuya, Japan*

- Analyzed organization's various services from a top-down perspective in order to compile recommendations for organizational and strategic planning goals
- Created research method in order to fully assess the needs, strengths, and opportunities of the organization in comparison to European and American NGOs' ability for growth

### Richmond Rent Program Intern

Sept 2018 - May 2019

*City of Richmond Rent Program*

*Richmond, CA*

- Created informational videos using Vyond, developed a script, and recorded voice for narration and captions
- Streamlined and increased access to information so it was consumable for landlords and tenants by designing informational guides and videos
- Provided assistance with data entry and handled sensitive landlord and tenant information and documents
- Reviewed forms for accuracy and processed forms using local databases

### Voting Poll Clerk

Nov 2014 - Present

*Contra Costa County Elections*

*Pinole, CA*

- Manage and assist new poll clerk workers with voter data verification process
- Distribute and verify provisional ballots and provide voters with registration information
- Count and consolidate ballot numbers and provide relevant data for election results

## LEADERSHIP EXPERIENCE

---

### Coastal Clean-Up Day Leader

Jan 2017 - Present

*The Watershed Project*

*Richmond, CA*

- Help guide volunteers to appropriate and safe locations to clean and give them necessary tools and resources
- Aid volunteers with weighing and classifying debris collected and inform them of hazardous material handling

### Debate Team Captain

Fall 2015 - Spring 2016

*Contra Costa College Debate Team*

*San Pablo, CA*

- Managed team practice times and days as well as lead team practices in preparation for state wide tournaments
- Outreached and recruited students to join debate team through email, text messaging, and speaking at communication events



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Declare Integrated Pest Management Advisory Committee Seat Vacant

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Dennis Shusterman, DECLARE a vacancy in the County's Public Member Alternate Seat on the Integrated Pest Management Advisory Committee, and DIRECT the Clerk of the Board to post the vacancy.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Dennis Shusterman provided written notification of his resignation from the Integrated Pest Management Advisory Committee (IPAMC) on March 2, 2020 to the Committee staff, indicating his intent to resign immediately. .

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to declare this vacancy will delay making a new appointment to the seat.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Wade Fillinson,  
925-335-3214

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

By: , Deputy

cc: Marcy Wilhelm, Wade Finlinson



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Approval to Purchase 5 Vehicles for the Health, Housing and Homeless Program

---

**RECOMMENDATION(S):**

APPROVE Appropriations and Revenue Adjustment No. 5051 authorizing the transfer of \$126,294 from Health, Housing and Homeless (0463) to the Fleet ISF (0064) for the purchase of five Ford Fusion sedans to expand services within the Health, Housing and Homeless program.

**FISCAL IMPACT:**

The purchase of these vehicles will be funded through \$101,035.52 from HUD Shelter + Care funds, and \$25,258.88 from HUD High Utilizers of Multiple Systems (HUMS) funds received by the Health, Housing and Homeless Program. Allocation adjustments through a T/C 24 will facilitate the fund transfer to the proper disbursement account.

**BACKGROUND:**

Additional capacity is required to sustain and support the growing need for expanded services offered to consumers in the Health, Housing and Homeless Program. Vehicles are required as part of the Health, Housing and Homeless Program's case management services to consumers in scattered site supportive housing.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Lavonna Martin,  
925-608-6700

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

By: , Deputy

cc: Marcy Wilhelm, Juliana Mondragon

CONSEQUENCE OF NEGATIVE ACTION:

Vehicles are required to coordinate the consumer's system of care, and transportation is a part of their case plans. Homeless consumers have a lack of resources and a complexity of need that often require counseling and transportation support to meet their activities of daily living.

ATTACHMENTS

Appropriations and Revenue Adjustment No. 5051

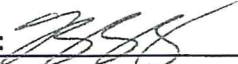


**CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT  
T/C 24**

AUDITOR-CONTROLLED

2020 MAR -5 P 4: 26

| ACCOUNT CODING |                   | BUDGET UNIT(s): HOMELESS PROGRAMS (Dept#0463) | Page 1 of 1 |              |
|----------------|-------------------|---|-------------|--------------|
| ORG'N.         | REVENUE SUB-ACCT. | REVENUE DESCRIPTION                           | INCREASE    | < DECREASE > |
| 4284           | 9951              | REIMBURSEMENTS - GOV/GOV                      | 126,294 .00 |              |
|                |                   |   | 126,294 .00 | .00          |

Approved  
AUDITOR - CONTROLLER  
By:  Date: 7/5/20

COUNTY ADMINISTRATOR  
By:  Date: 3/26/20

BOARD OF SUPERVISORS  
  
YES:  
NO:  
  
By: \_\_\_\_\_ Date: \_\_\_\_\_

EXPLANATION OF REQUEST  
This adjustment is necessary to align the budget for vehicle purchases. These monies are from Hour HUMS and TBRA with HACCC. These are both HUD grants for FY 19-20

**Summary:**

|               |                             |                         |                             |
|---------------|-----------------------------|-------------------------|-----------------------------|
|               | <u>Expenditure Increase</u> | <u>Revenue Increase</u> | <u>Cnty Cntrb. Increase</u> |
| HSD DEPT#0463 | <u>\$126,294</u>            | <u>\$126,294</u>        | <u>\$0</u>                  |

  
SIGNATURE  
PATRICK GODLEY

COO/CFO  
TITLE DATE

Appropriation Adj. Journal No. RA00 5051

**CONTRA COSTA COUNTY  
APPROPRIATION ADJUSTMENT  
T/C 27**

AUDITOR CONTROLLER USE ONLY

Final Approval Needed By:

- Board Of Supervisors  
 County Administrator

2020 MAR -5 P 4: 24

| ACCOUNT CODING |                   | EXPENDITURE ACCOUNT DESCRIPTION | BUDGET UNIT(s): HOMELESS PROGRAMS (Dept#0463) |             |
|----------------|-------------------|---------------------------------|---|-------------|
| ORGN.          | EXPENSE SUB-ACCT. |                                 | < DECREASE >                                  | INCREASE    |
| 5732           | 2310              | Non Cnty Prof./Spclzd. Svcs     | 101,035                                       | 00          |
| 5733           | 2310              | Non Cnty Prof./Spclzd. Svcs     | 25,259  | 00          |
| 5732           | 5011              | REIMBURSEMENTS - GOV/GOV        |   | 101,035 00  |
| 5733           | 5011              | REIMBURSEMENTS - GOV/GOV        |   | 25,259 00   |
| 4284           | 4953              | AUTOS & TRUCKS                  |   | 126,294 00  |
|                |                   |                                 | 126,294 .00                                   | 252,588 .00 |

Approved  
AUDITOR - CONTROLLER

By: *[Signature]* Date: *3/15/20*

COUNTY ADMINISTRATOR  
By: *[Signature]* Date: *3/26/20*

BOARD OF SUPERVISORS  
YES:  
NO:

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

EXPLANATION OF REQUEST

This adjustment is necessary for Health, Housing and Homeless purchase vehicles for our expanded service to consumers who often need transportation for support and counselling to meet their activities of daily living.

Summary:

|               |                             |                         |                             |
|---------------|-----------------------------|-------------------------|-----------------------------|
|               | <u>Expenditure Increase</u> | <u>Revenue Increase</u> | <u>Cnty Cntrb. Increase</u> |
| HSD DEPT#0463 | <u>\$126,294</u>            | <u>\$126,294</u>        | <u>\$0</u>                  |

*[Signature]*  
SIGNATURE  
PATRICK GODLEY

COO/CFO  
TITLE DATE

Appropriation APOC 5051  
Adj. Journal No. \_\_\_\_\_



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Appropriation and Revenue Adjustment for the Purchase of 4 Vehicles for Public Works Facilities Maintenance

---

**RECOMMENDATION(S):**

APPROVE Appropriation and Revenue Adjustment No. 005053 and AUTHORIZE the transfer of appropriations in the amount of \$135,000 from Facilities Maintenance to ISF Fleet Services for the purchase of 4 Transit Vans, as recommended by the Public Works Director, Countywide.

**FISCAL IMPACT:**

This action increases appropriations in ISF Fleet Services (BU 0064) and reduces appropriations in Facilities Maintenance (BU 0079) by \$135,000. (100% Fleet Internal Service Fund).

**BACKGROUND:**

The Facilities Maintenance Division has hired additional staff and needs to provide vehicles to the staff in order to meet the needs of the job. The purchase of the vehicles was included in the FY2019/20 Facilities capital budget.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Appropriation Adjustment is not approved, the Division will not be able to purchase the vehicles needed to provide services throughout the County.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Nida Rivera, (925)  
313-2124

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

By: , Deputy

cc:

ATTACHMENTS

TC24/27\_AP005053

**CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
T/C 24**

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

| ACCOUNT CODING |                 | DEPARTMENT :                |          |    |            |
|----------------|-----------------|-----------------------------|----------|----|------------|
| ORGANIZATION   | REVENUE ACCOUNT | REVENUE ACCOUNT DESCRIPTION | INCREASE |    | <DECREASE> |
| 4284           | 9951            | Reimbursements- Gov / Gov   | 135,000  | 00 | 00         |
| TOTALS         |                 |                             | 135,000  | 00 | 0 00       |

AUDITOR-CONTROLLER  
2020 MAR 17 P 2:48

**APPROVED**

AUDITOR-CONTROLLER:

BY:  DATE 3/17/20

COUNTY ADMINISTRATOR:

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

BOARD OF SUPERVISORS:

YES:

NO:

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

EXPLANATION OF REQUEST:

Transfer appropriation from Building Maintenance to ISF Fleet Services  
to purchase four vehicles.



SIGNATURE \_\_\_\_\_ TITLE Chief of Fiscal DATE 3/17/2026

REVENUE ADJ. RAOO 5053

JOURNAL NO.

CONTRA COSTA COUNTY  
 APPROPRIATION ADJUSTMENT /  
 ALLOCATION ADJUSTMENT  
**T/C 27**

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:


- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

| ACCOUNT CODING |                            | DEPARTMENT : Building Maintenance #0079 |                |           |                   |
|----------------|----------------------------|---|----------------|-----------|-------------------|
| ORGANIZATION   | EXPENDITURE<br>SUB-ACCOUNT | EXPENDITURE ACCOUNT DESCRIPTION         | <DECREASE>     |           | INCREASE          |
| 4031           | 4953                       | Autos & Trucks                          | 67,500         | 00        |                   |
| 4031           | 5011                       | Reimbursement Gov Fund/ Gov Fund        |                |           | 67,500 00         |
| 4033           | 4953                       | Autos & Trucks                          | 67,500         | 00        |                   |
| 4033           | 5011                       | Reimbursement Gov Fund/ Gov Fund        |                |           | 67,500 00         |
| 4284           | 4953                       | Autos & Trucks                          |                |           | 135,000 00        |
| <b>TOTALS</b>  |                            |   | <b>135,000</b> | <b>00</b> | <b>270,000 00</b> |

AUDITOR-CONTROLLER  
 2020 MAR 17 P 2:48

**APPROVED**

AUDITOR-CONTROLLER:

BY:  DATE 3/17/20

COUNTY ADMINISTRATOR:

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

BOARD OF SUPERVISORS:

YES:

NO:

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

EXPLANATION OF REQUEST:

Transfer appropriation from Building Maintenance to ISF Fleet Services  
 to purchase four vehicles.



SIGNATURE TITLE DATE

Chief of Fiscal

3/17/2020

APPROPRIATION APOO 5053

ADJ. JOURNAL NO.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Add one Administrative Analyst position and Cancel one Clerk - Senior Level position in the Public Works Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25585 to add one (1) Administrative Analyst (APWA) (represented) position at Salary Plan and Grade ZB5 1277 (\$4,523 - \$5,497) and cancel one (1) Clerk-Senior Level (JWXC) (represented) position number 15901 at Salary Plan and Grade 3RX 1033 (\$3,543 - \$4,524) in the Public Works Department – Airports Division.

**FISCAL IMPACT:**

This action will result in an additional annual cost of approximately \$14,920 which will be funded 100% by the Airport Enterprise Fund.

**BACKGROUND:**

The duties of the clerical desk have been evaluated and it has been determined that the desk evolved in complexity. The duties, which include gathering and analyzing data, preparing presentations and project spreadsheets, performing financial/accounting tasks, writing reports and recommending policy and organizational needs and, in addition to, providing administrative support to various workplans including property and facility maintenance, finance, environmental, noise, and community outreach, are more appropriately aligned to the Administrative Analyst classification.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Adrienne Todd, (925)  
313-2108

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

By: , Deputy

cc: Adrienne Todd

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Airports Division within the Public Works Department will not have the appropriate staffing level to meet its operational needs.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

AIR 41034 P300 25585



**POSITION ADJUSTMENT REQUEST**

NO. 25585  
DATE 2/10/2020

Department Public Works Department No./  
Budget Unit No. 0841 Org No. 4841 Agency No. 65

Action Requested: ADOPT Position Adjustment Resolution No. 25585 to add one (1) Administrative Analyst (APWA) (represented) position at salary plan and grade ZB5 - 1277 (\$4,523 - \$5,497) and cancel one (1) Clerk-Senior Level (JWXC) (represented) position number 15901 at salary plan and grade 3RX-1033 (\$3,543 - \$4,524) in the Public Works Department – Airports Division.

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

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

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

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

Total annual cost \_\_\_\_\_ Net County Cost 0  
Total this FY \_\_\_\_\_ N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Airport Enterprise funds.

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

Brian M. Balbas

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

2/19/20

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

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/3/2020

Add one (1) Administrative Analyst (APWA) (represented) position at Salary Plan and Grade ZB5 1277 (\$4,523 - \$5,497) and cancel one (1) Clerk-Senior Level (JWXC) (represented) position number 15901 at Salary Plan and Grade 3RX 1033 (\$3,543 - \$4,524)

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

Effective:  Day following Board Action.

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

Gladys Scott Reid

3/3/2020

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

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE \_\_\_\_\_

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

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

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 3/3/2020

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

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Add one Airport Business and Development Manager position in the Public Works Department.

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25584 to add one (1) Airport Business and Development Manager (9BDA) (represented) position at salary plan and grade ZB5 1874 (\$8,168 - \$9,928) in the Public Works Department - Airports Division.

**FISCAL IMPACT:**

This action will result in an additional annual cost of approximately \$160,000, which will be funded by Airport Enterprise Funds. Pension costs are estimated to be \$30,500.

**BACKGROUND:**

Over the last ten years, the amount of work associated with business operations oversight and development has grown significantly. The Airports Division is requesting to add an Airport Business and Development Manager position to work closely with the Assistant Director of Airports – Administration in securing new and retaining existing business. This position will assist with marketing and negotiating new development at both Buchanan Field and Byron Airports. In addition, this position will handle attraction of new development that will in turn increase revenue to both the Airport Enterprise Fund and County General Fund. This position will also lead each

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Adrienne Todd, (925)  
313-2108

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

By: , Deputy

cc: Adrienne Todd

### BACKGROUND: (CONT'D)

airport through their respective Airport Master Plan processes, the first of which is anticipated to begin in 2021. At present, there are nine current new development projects and numerous existing leases and other agreements that need ongoing management oversight. Those activities, coupled with management of over 425 hangars and tie-downs, plus increased environmental and marketing activities, necessitates backfilling the open position. Hiring an Airport Business and Development Manager will facilitate the ability to proactively plan the short-term and long-term development of each airport, plus ensure having sufficient dedicated staff in place to follow through on the subsequent marketing and business plan actions.

In addition to this, there has been exponential growth in the area of unmanned aerial systems (UAS) testing interest at both Buchanan Field and Byron Airports. The County airport's proximity to San Francisco and Silicon Valley make them desirable locations to conduct aviation-related testing. Airport staff is in discussions with the University of Alaska-Pan-Pacific Unmanned Aircraft Systems Test Range Complex to develop satellite test sites at Buchanan Field and Byron Airports. Airport staff is also working with several new businesses (Kitty Hawk, ZeroAvia, Airbus, Volans-i, 3DR, SilverWing and Manna Aero) currently considering locating their flight testing at our airports.

### CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Airports Division will not have the appropriate staffing level to meet the demands associated with the current business and development interests. This could result in lost economic development and job growth opportunities.

### ATTACHMENTS

AIR 41054 P300 25584 Add Airport Bus and Dev Mgr

**POSITION ADJUSTMENT REQUEST**

NO. 25584  
DATE 2/10/2020

Department Public Works Department No./ Budget Unit No. 0841 Org No. 4841 Agency No. 65  
Action Requested: ADOPT Position Adjustment Resolution No. 25584 to add one (1) Airport Business and Development Manager (9BDA) (represented) position at salary plan and grade ZB5 1874 (\$8,168 - \$9,928) in the Public Works Department - Airports Division.

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

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

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

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

Total annual cost 160000 Net County Cost 0  
Total this FY 40000 N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Airport Enterprise funds.

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

Brian M. Balbas

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

2/19/20

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

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/4/2020

Add one (1) Airport Business and Development Manager (9BDA) (represented) position at salary plan and grade ZB5 1874 (\$8,168 - \$9,928)

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

Effective:  Day following Board Action.

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

Gladys Scott Reid

3/4/2020

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

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE \_\_\_\_\_

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

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

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 3/4/2020

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

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

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

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 31, 2020

Subject: Adopt Personnel Resolution No. 25594 to Add an Executive Assistant II to the County Administrator's Office

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25594 to add one (1) Executive Assistant II to the County Administrator-Exempt (J3H2)(unrepresented) position at Salary Plan and Grade B85 1459 (\$5,687-\$6,915) in the County Administrator's Office.

**FISCAL IMPACT:**

Upon approval, this action will cost approximately \$98,9852. (100% General Fund)

**BACKGROUND:**

The County Administrator has been without an Executive Assistant for several months. This position provides a full range of support services to the County Administrator and other Chief Administrator Officials (CAO) staff which involve a variety of matters that are sensitive, complex and confidential in nature; clerical functions of the County Administrator's Office and performs other related duties as required. The incumbent of this single position class performs a wide variety of secretarial and administrative support duties for the County Administrator and CAO staff that require a high degree of judgment, tact and discretion. It is essential that a position be added so that the exempt classification can be filled to support the County Administrator.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Lisa Driscoll, County Finance  
Director (925) 335-1023

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

By: , Deputy

cc: Tina Pruett, Human Resources Department

CONSEQUENCE OF NEGATIVE ACTION:

The County Administrator will be without an Executive Assistant.

ATTACHMENTS

Personnel Resolution No 25594 Add



**POSITION ADJUSTMENT REQUEST**

NO. 25594  
DATE 3/25/2020

Department County Administration Department No./  
Budget Unit No. 0003 Org No. 1200 Agency No. 03  
Action Requested: Add one (1) Executive Assistant II (J3H2) position (unrepresented) in the County Administrator's Office.  
Proposed Effective Date: 4/1/2020

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 \$68,263.00 Net County Cost \$68,263.00  
Total this FY \$7,067.00 N.C.C. this FY \$7,067.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund

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

Lisa Driscoll, County Finance Director

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

David Twa

3/25/2020

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

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/25/2020

Add one (1) Executive Assistant II (J3H2) position (unrepresented) in the County Administrator's Office.

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

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

Tina Pruett, Human Resources Manager

3/25/2020

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

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

3/26/2020

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

Lisa Driscoll, County Finance Director

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

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED  DISAPPROVED

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

# REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 3/25/2020

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: March 31, 2020

Subject: Adopt Personnel Resolution No. 25595 to Establish the Classification of Temporary Emergency Worker

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25595 to establish the countywide hourly classification of Temporary Emergency Worker (unrepresented) at salary plan and grade F8H-1001 (\$12.00 - \$35.00).

**FISCAL IMPACT:**

This is a temporary classification established for the COVID-19 crisis. Estimated usage is not yet known. The County will track the cost and report back to the Board at a future date. (Various funds, mainly the General Fund)

**BACKGROUND:**

Due to the COVID-19 pandemic, the county will need to hire additional workers to be able to continue providing current essential services to county residents, as well as additional services to provide information, protect health and save lives. The County Administrator is recommending establishing the hourly classification of Temporary Emergency Worker.

**CONSEQUENCE OF NEGATIVE ACTION:**

Due to the limited number of workers available, the County may be unable to fulfill its critical mission priorities during the COVID-19 crisis.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Lisa Driscoll, County Finance  
Director (925) 335-1023

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

By: , Deputy

cc: Anna Roth, Director of Health Services, Dianne Dinsmore, Human Resources Director, Robert Campbell, Auditor-Controller

ATTACHMENTS

P300 No. 25595 - Temporary Emergency  
Worker

**POSITION ADJUSTMENT REQUEST**

NO. 25595  
DATE 3/26/2020

Department Countywide

Department No./  
Budget Unit No. all Org No. 0000 Agency No. All

Action Requested: Establish the Countywide classification of Temporary Emergency Worker (9993), at plan and grade F8H-1001 (\$12 - \$35) hourly.

Proposed Effective Date: 4/1/2020

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 \$

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Various Funds

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

Lisa Driscoll, County Finance Director

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

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

David Twa

3/26/2020

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

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/26/2020

Establish the Countywide classification of Temporary Emergency Worker (9993), at plan and grade F8H-1001 (\$12 - \$35) hourly.

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

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

Tina Pruett, Human Resources Manager

3/26/2020

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

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

3/26/2020

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

Lisa Driscoll, County Finance Director

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

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 3/26/2020

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: March 31, 2020

Subject: Sublease with the International Education Center for office space at 2151 Salvio Street, Suite 299, Concord, for the Library, Project Second Chance

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**RECOMMENDATION(S):**

APPROVE a sublease, subject to approval by the County Administrator and approval as to form by County Counsel, with the International Education Center for approximately 2,075 square feet of office space for use by the County Library’s adult literacy program, Project Second Chance.

AUTHORIZE the County Librarian, or designee, to execute the sublease and any renewal option.

**FISCAL IMPACT:**

The sublease will obligate the County to pay rent of approximately \$300,000 through January 2026. (100% Library Fund)

**BACKGROUND:**

The County is entering into this sublease with the International Education Center (IEC) for approximately 2,075 square feet of office space at 2151 Salvio Street, Suite 299, in Concord. The space is to be used by the County Library’s adult literacy program, Project Second Chance. The term of the sublease is through

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Stacey Sinclair, 925.957-2464

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

January 31, 2026, which is the term of the underlying master lease. The sublease has one renewal option, which can only be exercised if the term of the underlying master lease is extended. The County will pay rent in an amount equal to \$4,046 per month through December 2021. Rent is subject to annual increases thereafter. In addition, the County will be required to pay ICE an amount equal to the County's proportionate share of amounts due under the master lease for taxes and operating expenses.

Project Second Chance is currently housed at the Pleasant Hill Library. Since the Pleasant Hill Library is scheduled to be permanently closed in early June, the materials used by Project Second Chance need to be relocated.

Project Second Chance provides free basic reading, writing, and spelling tutoring to adults at each of the County's 26 libraries and at other public locations throughout the county.

CONSEQUENCE OF NEGATIVE ACTION:

If the sublease is not approved, the Library will not be able to fully move out of the Pleasant Hill location by the target move-out date of June 3, 2020.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Execute a Joint Use Agreement for the Bay Point Library, 205 Pacifica Avenue, Bay Point - Riverview Middle School.

---

**RECOMMENDATION(S):**

APPROVE (i) the Joint Use Agreement (JUA) with Mount Diablo Unified School District for a five-year term for continued use of a portion of the school library at Riverview Middle School in Bay Point to operate a public library, and (ii) the hours during which the public library will be operated at the Riverview Middle School.

AUTHORIZE the County Librarian, or designee, to execute the JUA.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Bay Point Library has been operating inside of Riverview Middle School, which is part of the Mount Diablo Unified School District since 1994. In 2002, the County drafted a MOU for the use of the space that was never signed. The Library has been submitting a permit application every quarter that is being used as the operating agreement. The Library has now negotiated for more operating hours and needs to have a formal agreement in place. The new open hours will be Monday, Tuesday, Thursday 2:30-8:00; Wednesday 1:30-8:00; Friday 2:30-6:00 and Saturday 10:00-6:00.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Stacey Sinclair, 925.  
957-2464

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Not authorizing the JUA for the Library's continued occupancy at Riverview Middle School would leave the library subject to a quarterly permit review process.

ATTACHMENTS

Joint Use Agreement

# **JOINT USE AGREEMENT**

**RIVERVIEW MIDDLE SCHOOL  
205 PACIFICA AVE., BAY POINT  
BAY POINT LIBRARY**

This joint use agreement (“Agreement”) is dated March 31, 2020 (the “Effective Date”), and is between the MT. DIABLO UNIFIED SCHOOL DISTRICT, a California public school district (the “School District”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “County”).

## **RECITALS**

- A. The School District owns that certain property located at 205 Pacifica Avenue, Bay Point, California, which is the location of the Riverview Middle School (the “School Site”). The School District operates a school library on the School Site.
- B. The School District and the County agree that the presence of a public library in a community enhances the quality of life and the educational opportunities in that community. The School District and the County therefore desire to work cooperatively to permit the County to use of a portion of the school library at the School Site to operate a public library. That portion of the school library that is used by the County for the operation of a public library is the “Premises” and is shown on Exhibit A.
- C. California Education Code section 17527 authorizes the governing board of any school district to enter into agreements permitting the use of vacant classrooms or other space in operating school buildings by other governmental units, including during normal school hours if the school is in session.
- D. The Governing Board of the School District hereby finds that this joint use by County will not:
  - a. Interfere with the educational program or activities of any school or class conducted upon the real property or in any building.
  - b. Unduly disrupt the residents in the surrounding neighborhood.
  - c. Jeopardize the safety of the children of the school

The parties therefore agree as follows:

## **AGREEMENT**

1. **Joint Use of School Site**. The School District and the County will jointly use the School Site, and the County will have exclusive use of the Premises during hours as scheduled herein during the Term, as defined below.

2. **Consideration.** In exchange for the use of the Premises, the County will perform Library Services and related activities at the Premises throughout the Term of this Agreement for the benefit of the public as stated herein. No rent is due or payable from the County to the School District during the Term of this Agreement.
3. **Term.** The initial term of this Agreement is five years, beginning on the Effective Date.
  - a. **Renewal.** County has one option to renew this Agreement for a term of five years (the, “**Renewal Term**”) upon all the terms and conditions set forth herein.
    - i. County will provide Lessor with written notice of its election to renew this Agreement ninety days prior to the end of the Term. However, if County fails to provide such notice, its right to renew this Agreement will not expire until fifteen (15) working days after County’s receipt of Lessor’s written demand that County exercise or forfeit the option to renew.
    - ii. Upon the commencement of the Renewal Term, all references to the Term of this Agreement will be deemed to mean the Term as extended pursuant to this Section.
  - b. **Termination.** Either party may terminate this Agreement at any time by giving the other party written notice at least one year prior to the proposed termination date.
4. **Use.**
  - a. **Premises.** At the County’s sole cost, the County may use the Premises for the purpose of providing Library Services to the public and related activities. For the purpose of this Agreement, “Library Services” includes lending books and other media to the public, offering programs to the public, and providing collection management and technical services in the course of operating a library. Except as otherwise provided herein, Library Services does not include maintaining the School Site.
  - b. **Parking Lot.** The County may use the parking lot at the School Site, but may not park in driveways, loading area, spaces designated for School District staff, or areas not specifically designated for parking. Parking in the parking lot is limited to standard-size automobiles.
  - c. **Hours.** The hours during which the County will provide Library Services to the public at the Premises are set forth in **Exhibit B**. If the County determines that it must reduce, or can expand, the hours during which Library Services are provided at the Premises, the County will (i) notify the School District in writing at least thirty (30) days prior to the proposed change, and (ii) provide a supplement to this Agreement in the form of an updated **Exhibit B**. Any supplements to this Agreement that modify **Exhibit B** will be numbered sequentially and indicate the date on which the revised schedule is effective. Any increase in the hours under this provision will only occur upon written consent of the School District, which will not be withheld unreasonably.

5. **Maintenance and Repairs.** The School District shall provide the maintenance and repairs described below to keep and maintain the School Site in good order, condition and repair. School District responsibilities for maintenance and repair include:
  - a. **Exterior.** All exterior building maintenance including but not limited to the roof, landscaping, hardscape, grounds, pest control, lighting and parking.
  - b. **Interior.** All interior building maintenance including but not limited to mechanical and electrical systems, including gas, electrical, water, plumbing, elevators, voice and data communication systems infrastructure, heating, ventilating, air-conditioning (HVAC) systems, pest control, and all interior lighting systems, including the replacement of all fixtures and bulbs.
  - c. **Fixtures and Furnishings.** Maintenance and replacement of fixtures and furnishings in the Premises including shelving, lighting, furniture, carpeting, and window treatments.
6. **Custodial Services.** The School District shall provide the following custodial services at the Premises: cleaning the floors, cleaning the bathroom(s), emptying trash receptacles, stocking the bathroom(s) with paper towels, soap and toilet paper. The County will reimburse the School District for the cost of custodial services that result from having the Premises open to the public in the evenings and on Saturday at a rate of \$42 per hour, with a minimum of four hours per day. The School District will invoice the County for this cost quarterly in arrears.
7. **Ownership of Contents.**
  - a. **County.** All books, furnishings, fixtures, equipment, and materials purchased by the County, or foundations or private or public fundraising efforts on behalf of the County, are owned by the County.
  - b. **School District.** All books, furnishings, fixtures, equipment, and materials purchased by the School District, or foundations or private or public fundraising efforts on behalf of the School District, are owned by the School District.
8. **Insurance.**
  - a. **Liability Insurance.**
    - i. **County.** Throughout the Term, the County shall maintain in full force and effect, at its sole expense, either (i) comprehensive general liability insurance in commercially reasonable amounts, but in no event in an amount less than \$3,000,000 per occurrence, protecting and insuring against claims for bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Premises, or (ii) a general self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting

from use of the Premises. Any policy of insurance obtained by the County must (1) name the School District, its officers, agents, and employees, as additional insureds, (2) be endorsed to provide that the insurance is primary to and non-contributory to insurance carried by the School District with respect to liability imposed on the County under this Agreement, and (3) contain a severability of interest clause.

- ii. School District. Throughout the Term, the School District shall maintain in full force and effect, at its sole expense, either (i) comprehensive general liability insurance in commercially reasonable amounts, but in no event in an amount less than \$3,000,000 per occurrence, protecting and insuring against claims for bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Premises, or (ii) a general self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Premises. Any policy of insurance obtained by the School District must (1) name the County, its officers, agents, and employees, as additional insureds thereunder, (2) be endorsed to provide that the insurance is primary to and non-contributory to insurance carried by the County with respect to liability imposed on the School District under this agreement, and (3) contain a severability of interest clause.

b. Property Insurance.

- i. County. Throughout the Term, the County shall maintain in full force and effect, at its sole expense, fire insurance and a standard “all risk” policy covering the County-owned personal property located at the Premises. Such coverage must (i) contain a waiver of subrogation endorsement in favor of the School District, and (ii) cover loss or damage to the County-owned personal property in the amount of the full replacement value. Covered perils are to include fire, all risk, vandalism, malicious mischief, and sprinkler leakage.

- ii. School District. Throughout the Term, the School District shall maintain in full force and effect, at its sole expense, fire insurance and a standard “all risk” policy covering all structures and improvements at the School Site and any personal property owned by the School District located at the Premises. Such coverage must contain a waiver of subrogation endorsement in favor of the County. Covered perils are to include fire, all risk, vandalism, malicious mischief and sprinkler leakage.

- c. Workers Compensation and Employers Liability. Both parties shall maintain in full force and effect Workers Compensation Insurance or self-insurance, and Employers Liability Insurance or self-insurance with limits that conform to legal requirements.

9. **Indemnification.**

- a. **County.** County shall indemnify, defend and hold the City harmless from the County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of the County, its officers, agents or employees in using the Property pursuant to this Lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by the City, and/or (ii) the negligent acts, errors, or omissions of the City, its officers, agents or employees.
- b. **School District.** The School District shall indemnify, defend and hold the County harmless from School District's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of the School District, its officers, agents or employees with respect to the Property, or the School District's performance under this Lease, or the School District's use of the Property, or the structural, mechanical or other failure of buildings owned or maintained by the School District, except to the extent caused or contributed to by the negligent acts, errors, or omissions of the County, its officers, agents, or employees.

10. **Hazardous Material.** The School District warrants to the County that the School District does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Premises or the School Site in violation of environmental laws. The School District shall defend, save, protect and hold the County harmless from any loss arising out of the presence of any Hazardous Material on the School Site that was not brought to the School Site by or at the request of the County, its agents, contractors, invitees or employees. The School District acknowledges and agrees that the County has no obligation to clean up or remediate, or contribute to the cost of clean-up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the School Site by the County or by any of County's agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

**"Hazardous Material"** means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

11. **Rules of Conduct.** The County, its employees, volunteers and invitees must refrain from disorderly conduct, including conduct that creates loud and unusual noises or unpleasant odors. The County may not knowingly permit any person to engage in the consumption of alcohol or other controlled substances, smoking, gambling, fighting, use of profane language, or indecent exposure on or near the Premises.

12. **Notices.** Any notice required or permitted under this Agreement must be in writing and will be deemed given and served upon delivery, if delivered personally, or three days after mailing, if mailed postage prepaid and directed as follows:

To County: County Librarian  
Contra Costa County  
777 Arnold Drive, Suite 210  
Martinez, California 94553  
Phone: (925) 682-8000, (925) 608-7700

With Copy to: Public Works – Real Property Division  
Contra Costa County  
255 Glacier Drive  
Martinez, California 94553  
Phone: (925) 313-7250

To School District: Chief Business Officer  
Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, California 94519  
Phone: (925) 682-8000, ext. 4007

The parties may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to the substituted address.

13. **Independent Contractor Status.** This Agreement is by and between two independent entities and is not intended to and does not create the relationship of agent, servant, employee, partnership, joint venture, or association.

14. **Nondiscriminatory Services.** All goods and services provided by either party to this Agreement must be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background or disability.

15. **Governing Law.** The laws of the State of California govern all matters between the parties that relate to this Agreement.

16. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]



17. **Entire Agreement.** Neither party has relied on any promise or representation not contained in this Agreement. All previous conversations, negotiations, and understandings are of no further force or effect. This Agreement 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 Agreement may be modified only by a writing signed by both parties.

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

**COUNTY**

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

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

**SCHOOL DISTRICT**

Mt. Diablo Unified School District, a political subdivision of the State of California

By: \_\_\_\_\_  
Robert A. Martinez, Ed.D  
Superintendent

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Melinda Cervantes  
County Librarian

By \_\_\_\_\_  
Stacey Sinclair  
Senior Real Property Agent

**APPROVED AS TO FORM:**

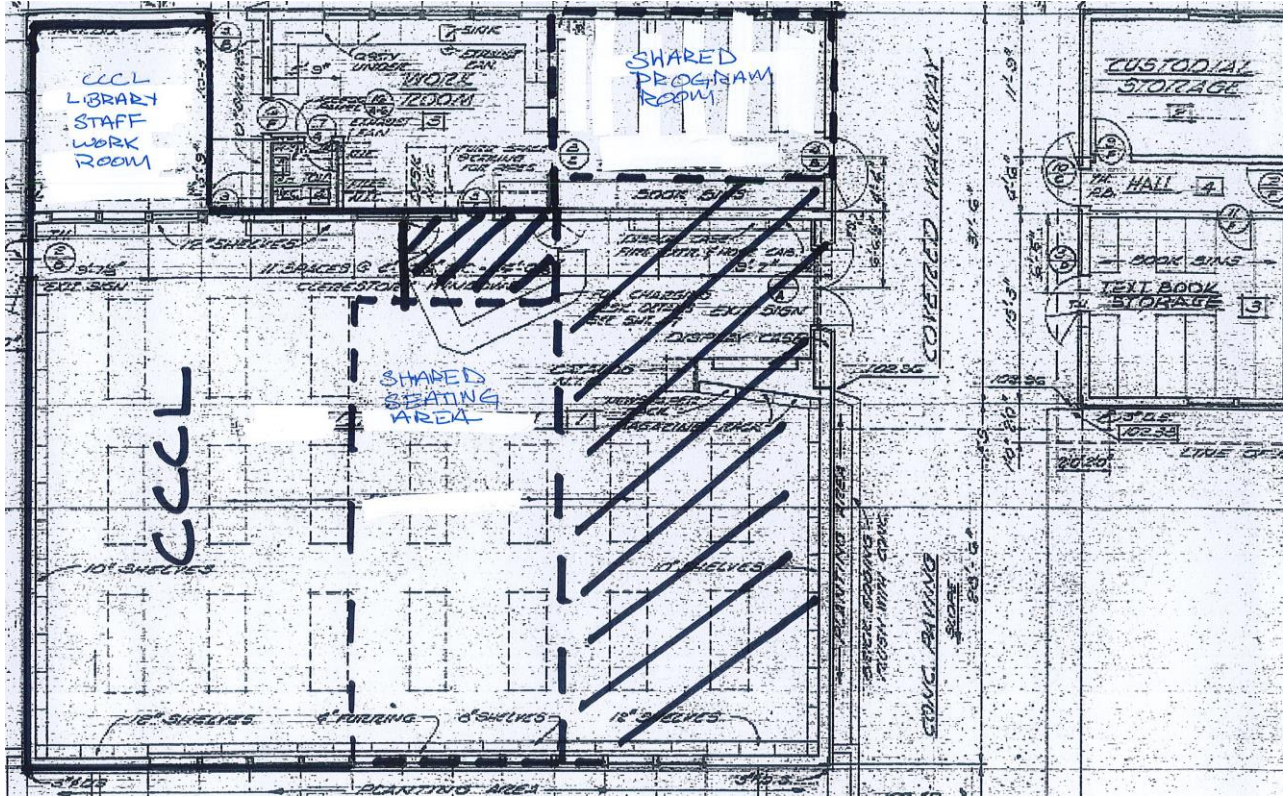
SHARON L. ANDERSON  
COUNTY COUNSEL

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

Mount Diablo Unified School District

\_\_\_\_\_  
Cesar A. Alvarado, Esq.  
Associate General Counsel

Exhibit A



## **Exhibit B**

### **HOURS OF OPERATION**

The hours during which the County will provide Library Services to the public at the Premises are set forth below.

Beginning on March 10, 2020, the hours of operation at the Bay Point Library are as follows:

|           |                    |
|-----------|--------------------|
| Monday    | 2:30 pm – 8:00 pm  |
| Tuesday   | 2:30 pm – 8:00 pm  |
| Wednesday | 1:30 pm – 8:00 pm  |
| Thursday  | 2:30 pm – 8:00 pm  |
| Friday    | 2:30 pm – 6:00 pm  |
| Saturday  | 10:00 am – 6:00 pm |



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: Department Justice Office of Violence Against Women Grant Funding

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Alliance to End Abuse to apply for and accept a grant in the amount of \$350,000 from the Department of Justice Office of Violence Against Women to Engage Men and Boys as Allies in the Prevention of Violence Against Women and Girls Program for the period October 1, 2020 through September 30, 2023.

**FISCAL IMPACT:**

County to receive an amount not to exceed \$350,000 from the Department of Justice Office of Violence Against Women. Funding is 100% Federal (CFDA # 16.888), with no required County match.

**BACKGROUND:**

The goal of the OVW Grants to Engage Men and Boys as Allies in the Prevention of Violence Against Women and Girls Program (EM Program) is to support projects that create educational programming and community organizing to encourage men and boys to work as allies with women and girls to prevent domestic violence, dating violence, sexual assault, and/or stalking. The OVW grant will allow the Alliance to End Abuse to create and utilize a coordinated community response team to oversee and guide project activities. This team will meet regularly to develop the strategic plan, discuss projects goals and activities, review successes and challenges, and ensure activities are coordinated across organizations. In addition, the Alliance will provide a trained crisis counselor for participants at all educational, outreach, and training events. As part of the grant, the Alliance will engage in a planning phase prior to project implementation, which will include conducting a community strengths and needs assessment, and developing a strategic plan

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:

for implementing project activities.

This grant funding will be used to increase efforts to combat stalking, including the intersection of stalking and/or cyberstalking with teen dating violence.

EHSD's Alliance to End Abuse will partner with STAND! For Families Free of Violence and/or other contracted partners to deliver the education, outreach and awareness activities outlined in the proposal application to the DOJ Office of Violence Against Women. Additional partners may be identified and added as needed.

BACKGROUND: (CONT'D)

Pros and cons of request:

Pros:

- Develops and implements strategies that focus on the inclusion and engagement of male adults as role models and public influencers in prevention efforts including primary prevention strategies and activities that address sexual assault, domestic violence, dating violence, stalking, and sex trafficking;
- Integrating men's organizations' and/or programs into project development and activities; and
- Developing or utilizing an existing curriculum for training male leaders on sexual assault, domestic violence, dating violence, stalking or sex trafficking.

Cons:

- Sustainability of program funding beyond end of grant term, September 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the Alliance will continue to face an increasing number of vulnerable clients and victims of domestic violence, dating violence, stalking and/or sex trafficking – including those who are high risk for victimization and perpetration



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: Department of Justice Office of Violence Against Women Grant

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Alliance to End Abuse to apply for and accept grant funding in an amount of \$500,000 from from the Department of Justice Office of Violence Against Women to Prevent and Respond to Domestic Violence, Sexual Assault, and Stalking Against Children and Youth Program for the period of October 1, 2020 through September 30, 2023.

**FISCAL IMPACT:**

County to receive an amount not to exceed \$500,000 from the Department of Justice Office of Violence Against Women. Funding is 100% Federal (CFDA No. 16.888), with no required County match.

**BACKGROUND:**

The goal of the Office of Violence Against Women (OVW) Grants to Prevent and Respond to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Against Children and Youth Program (CY Program) is to support comprehensive, community-based efforts to develop or expand prevention, intervention, treatment, and response strategies to address the needs of children and youth impacted by domestic violence, dating violence, sexual assault, and stalking. The OVW grant will allow the Alliance to End Abuse, and partners, to coordinate, create and pilot prevention curriculum at East County high schools that will better allow students and school staff to prevent and respond to domestic violence and sexual assault. Curriculum will focus on bystander intervention and creating environments that prevent violence.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Elaine burres  
608-4960

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

By: , Deputy

cc:

This grant funding will be used to increase efforts to combat stalking, sexual assault and domestic violence, including the intersection of stalking and/or cyberstalking with teen dating violence. EHSD's Alliance to End Abuse will partner with STAND! For Families Free of Violence, Community Violence Solutions, and/or other contracted partners to deliver the education, outreach and awareness activities outlined in the proposal application to the DOJ Office of Violence Against Women. Additional partners may be identified and added as needed. **Pros and cons of request:**

Pros:

- Develops and implements strategies that focus on the inclusion and engagement of male adults as role models and public influencers in prevention efforts including primary prevention strategies and activities that address sexual assault, domestic violence, dating violence, stalking, and sex trafficking;
- Focuses on the role of bystander intervention and bystander response;
- Highlights a public health approach to violence – works on changing the upstream influences and environments that allow and even foster environments for violence;
- Develops and supports peer-led and youth driven curriculum for prevention.



BACKGROUND: (CONT'D)

> Cons:

- Sustainability of program funding beyond end of grant term, September 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the Alliance will continue to face an increasing number of vulnerable clients and victims of domestic violence, dating violence, stalking and/or sex trafficking – including those who are high risk for victimization and perpetration. Without funding, we continue to put more money into intervention efforts, without investing in prevention efforts.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Approval of Standard Agreement #28-643-10 with the California Department of Public Health

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Standard Agreement #28-643-10 (State #19-10072) with the California Department of Public Health, to pay the County in an amount not to exceed \$398,620, for the Sexually Transmitted Disease (STD) Community Intervention Program, for the period from July 1, 2019 through June 30, 2024.

**FISCAL IMPACT:**

Approval of this Agreement will result in up to \$398,620 for the STD Community Intervention Program. (No County match required.)

**BACKGROUND:**

The purpose of this project is to facilitate, develop, and enhance local capacity for STD awareness and prevention through a process of community-health department collaboration and partnership.

On August 18, 2015, the Board of Supervisors approved Standard Agreement #28-643-8 for the STD Prevention and Control Program, incorporating education, awareness, outreach, counseling, testing, treatment, surveillance, reporting, and/or partner services, with special emphasis on individuals at high risk for infectious transmitted diseases, through June 30, 2019.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Daniel Peddycord,  
925-313-6712

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of Standard Agreement #28-643-10 will allow the County to continue to provide services under the STD Community Intervention Program through June 30, 2024. This Agreement includes agreeing to indemnify and hold harmless the State from any claims arising out of the performance of this Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive funds to continue providing education to providers and to the public regarding the incidence of STDs, correct treatment and prevention.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Grant Agreement #29-823-1 with California Department of Housing and Community Development

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #29-823-1 (State# 19-CESH-12959) with California Department of Housing and Community Development (HCD) to pay County an amount not to exceed \$519,402 for the California Emergency Solutions and Housing (CESH) Program to provide supportive housing services to homeless, or at risk of becoming homeless, residents of Contra Costa County for the period of five (5) years commencing upon HCD approval.

**FISCAL IMPACT:**

Approval of this Agreement will result in an amount not to exceed \$519,402 of funding from California Department of Housing and Community Development for the CESH Program. (No County match required)

**BACKGROUND:**

CESH Program funding provides grants to administrative entities to assist persons who are experiencing or are at risk of homelessness pursuant to authorizing legislation SB 850 (Stats. 2018, ch. 48, § 4). The HCD administer the CESH Program with funding received from the Building Homes and Jobs Act Trust Fund

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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)

(SB 2, Chapter 364, Statutes of 2017). CESH funds may be used for five primary activities: housing relocation and stabilization services (including rental assistance), operating subsidies for permanent housing, flexible housing subsidy funds, operating support for emergency housing interventions, and systems support for homelessness services and housing delivery systems. In addition, some administrative entities may use CESH funds to develop or update a Coordinated Entry System (CES), Homeless Management Information System (HMIS), or Homelessness Plan.

On June 11, 2019, the Board of Supervisors approved Grant Agreement #29-823 with California Department of Housing and Community Development to receive funding for the CESH Program, to provide supportive housing services to homeless, or at risk of becoming homeless, residents of Contra Costa County.

Approval of Grant Agreement #29-823-1 will allow County to continue to receive funding for the CESH Program for the period of five (5) years commencing upon HCD approval.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County will not receive funding from the State of California to provide emergency housing and/or services to person who are homeless or at risk of becoming homeless.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Grant Award #28-913 from the California Department of Housing and Community Development

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to apply for and accept on behalf of the County Grant Award #28-913 and ADOPT Resolution No. 2020/105 authorizing the County to request allocation from the California Department of Housing and Community Development (HCD), in an amount not to exceed \$200,000, for the Pet Assistance and Support (PAS) Program to fund shelter, food, and veterinarian services to qualified homeless shelters, for the period April 1, 2020 through March 31, 2021.

**FISCAL IMPACT:**

Approval of this Award will result in an amount not to exceed \$200,000 of funding for PAS Program. (No County match is required)

**BACKGROUND:**

The HCD announced the availability of approximately \$5 million in PAS Program funding through a Notice of Funding Availability (NOFA).

PAS Program funding provides grants to qualified homeless shelters to provide shelter, food, and basic veterinary services for common household pets owned by individuals experiencing homelessness, as well as staffing and liability insurance related to providing those services. The PAS program was authorized by the Budget Act of 2019 as amended by Section 16 of Senate Bill 109.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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)

Approval of Grant Award #28-913 will allow the County to apply for and receive funds for the PAS Program through March 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this application is not approved, County will not receive funds for the PAS Program.

ATTACHMENTS

Resolution 2020/105

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

Adopted this Resolution on 03/31/2020 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2020/105**

In The Matter Of: Funds for the Pet Assistance and Support Program.

WHEREAS the State of California (the "State"), California Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 12/31/2019 under the Pets Assistance and Support (PAS) program (program, or PAS program); and

WHEREAS Contra Costa County will receive a PAS program grant to fund shelter, food, and veterinarian services, staffing and liability insurance related to providing those services; and

WHEREAS the Department may approve funding allocations for the PAS program, subject to the terms and conditions of the NOFA, PAS program requirements, and the Standard Agreement and other contracts between the Department and PAS program grant recipients.

Now, Therefore, Be It Resolved:

1. If Contra Costa County receives a grant of PAS program funds from the Department pursuant to the above referenced PAS program NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PAS program, as well as any and all contracts Contra Costa County may have with the Department.
2. Contra Costa County is hereby authorized and directed to receive a PAS program grant, in an amount not to exceed \$200,000 in accordance with all applicable rules and laws.
3. Contra Costa County hereby agrees to use the PAS program funds for eligible activities as approved by the Department and in accordance with all program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between Contra Costa County and the Department.
4. Lavonna Martin, Health Housing and Homeless Director, is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the PAS program or the PAS program grant awarded to Contra Costa County, as the Department may deem appropriate.

I hereby certify that this 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: Lavonna Martin, 925-608-6701**

**ATTESTED: March 31, 2020**

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

By: , Deputy

**cc:** L Walker, M Wilhelm





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: Housing Navigators Program

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, on behalf of the Children and Family Services Bureau, to accept a grant in the amount of \$115,000 from the California Department of Housing and Community Development for the Housing Navigators Program over two years for the period of July 1, 2020 through June 30, 2022.

**FISCAL IMPACT:**

County to receive \$115,000 from the State of California Department of Housing and Community Development (HCD) to fund the Housing Navigators Program over a two-year period. Funding is 100% State, with no required cash or in-kind match.

**BACKGROUND:**

The State of California, HCD has allocated \$5 million in funding to counties by item 2240-103-0001 of section 2.00 of the Budget Act of 2019, as amended by Section 16 of Chapter 363 of the Statutes of 2019 (SB 109). Funds will be used for the support of housing navigators to help young adults aged 18 years and up to 21 years secure and maintain housing, with priority given to young adults in the foster care system.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

> EHSD will use the funding to provide housing navigation services directly or through a contract with other housing assistance programs in the county. EHSD will coordinate with the Contra Costa Health, Housing, and Homelessness (H3) as the local Continuum of Care to foster communication and collaboration.

**Pros and cons of request:**

Pros:

- Leverages existing Coordinated Entry System services and community-based partners to address gaps in housing services for homeless youth.
- Focuses on prevention in order for youth adults to remain safely in their homes and avert homelessness and entry into shelters and foster care system.
- Builds capacity for the County's housing and homelessness systems to further leverage H3 funding streams.

Cons:

- Sustainability of program funding beyond end of grant term, June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the county will continue to face an increasing number of homeless and runaway youth without access to housing and preventive services.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: Housing and Disability Advocacy Program

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept grant funding in an amount of \$988,511 from California Department of Social Services (CDSS) to provide Housing and Disability Advocacy Program services for the period of award anticipated in spring 2020 through June 30, 2021.

**FISCAL IMPACT:**

County to receive \$988,511 from the California Department of Social Services, Housing Bureau (100% state). There is a required 1:1 cash or in-kind match by applicants, which Employment and Human Services, Adult & Aging Services, will draw from GA/GR staffing and Contra Costa Health Services, Health, Housing and Homelessness (H3) funds as eligible match as needed.

**BACKGROUND:**

The goals of the Housing and Disability Advocacy Program (HDAP) are to provide outreach, benefits advocacy, housing subsidies, and case management to house homeless individuals who are assessed as having potential eligibility to any of the Supplemental Security Income/State Supplemental Program (SSI/SSP), Social Security Disability Benefits (SSDI), veterans, or Cash Assistance Program for Immigrants (CAPI) benefits. The housing assistance includes help with housing navigation, housing case management and housing subsidies throughout HDAP participation. Both interim and permanent supportive housing will be sought.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:

This grant funding will be used to:

1. Conduct outreach activities that actively seek out potentially eligible HDAP clients.
2. Provide intensive case management services to coordinate multiple HDAP service components including outreach, disability advocacy, and housing assistance.
3. Establish and expand housing navigation and placements for participants served by HDAP, from the point of outreach engagement through the disability income application determination client is placed in stabilized permanent housing.
4. Provide benefits advocacy services for SSI/SSDI, CAPI, veterans benefits, and other disability benefit programs.

BACKGROUND: (CONT'D)

EHSD's Aging and Adult Services will partner with Contra Costa Health Services, H3 and contracted partners to deliver the housing prevention and interventions outlined in the proposal application to CDSS Housing Bureau. Additional partners may be identified and added as needed.

Pros and cons of request:

Pros:

- Leverages existing Coordinated Entry services and housing partners to address gaps in services for SSI eligible individuals
- Focuses on providing integrated services to support homeless individuals from the point of outreach and engagement through housing stability and disability benefits determination
- Builds upon existing partnerships between local agencies including local homelessness Continuum of Care, housing partners, health services, behavioral health care, and SSI advocacy services.

Cons:

- Sustainability of program funding beyond end of grant term, June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the community will continue to face an increasing number of chronically homeless clients who do not have access to housing subsidies and aftercare to remain stably housed.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: Transitional Housing Program

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, on behalf of the Children and Family Services Bureau to accept a grant award in the amount of \$113,600 from the California Department of Housing & Community Development for the Transitional Housing Program over two years from the period of grant award through June 30, 2022.

**FISCAL IMPACT:**

County to receive \$113,600 from the State of California Department of Housing & Community Development in Fiscal Year 2019-2020 to fund the Transitional Housing Program (THP) over a two-year period. There is no required cash or in-kind match.

**BACKGROUND:**

The State of California, Department of Housing and Community Development has allocated \$8 million in grants to counties based on each county's percentage of the total statewide number of young adults aged 18 to 25 years in foster care. The THP provides funding to counties for child welfare service agencies to help young adults aged 18 to 25 years find and maintain housing, with priority given to those formerly in foster care or probation systems (SB 80, Statutes of 2019).

Uses of funds may include, but are not limited to:

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:

1. Identifying and assisting housing services for this population within each community,
2. Helping this population secure and maintain housing (with priority given to those formerly in the state's foster care or probation system),
3. Improving coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care, and
4. Outreach and targeting to serve those with the most severe needs.

BACKGROUND: (CONT'D)

Pros and cons of request:

Pros:

- Leverages existing Coordinated Entry System services and community-based partners to address gaps in housing services for homeless youth.
- Focuses on prevention in order for youth adults to remain safely in their homes and avert homelessness and entry into shelters and foster care system.
- Builds capacity for the County's housing & homelessness systems to further leverage Health, Housing and Homelessness (H3) funding streams.

Cons:

- Sustainability of program funding beyond end of grant term, June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the County will continue to face an increasing number of homeless and runaway youth without access to housing and preventative services.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Agreement #29-825-2 with AAA Northern California, Nevada & Utah

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #29-825-2 with AAA Northern California, Nevada & Utah, to pay County an amount not to exceed \$3,500, to provide car seats and car seat boosters to low income families under the AAA Child Passenger Safety Donation Program for the period from April 9, 2020 through December 18, 2020.

**FISCAL IMPACT:**

Approval of this agreement will allow County to receive an amount not to exceed \$3,500 from AAA Northern California, Nevada & Utah. No County match required.

**BACKGROUND:**

The purpose of the collaboration is to facilitate distribution of car seats and booster seats to the Public Health Division’s Clinic Services program and partnering agencies including First 5, family resource centers, hospitals, head start, community and outreach programs. The recipients of the car seats and car seat boosters will receive education on how to properly use them from a certified Public Health Division employee.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Daniel Peddycord,  
925-313-6712

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

On October 8, 2019, the Board of Supervisors approved Agreement #29-825-1 with AAA Northern California, Nevada & Utah the County to distribute child car seats and car seat boosters to low income families in Contra Costa County for the period July 12, 2019 through December 13, 2019.

Approval of Agreement #29-825-2 will allow County to continue to provide car seats and booster seats to low income families through December 18, 2020. This Agreement includes agreeing to mutually indemnify and hold the AAA Northern California, Nevada & Utah harmless from any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, Health Services Department will not receive child passenger safety seats from AAA's Child Passenger Safety Seat Donation Program.

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 fewer injuries in car accidents.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 31, 2020

Subject: AUTHORIZATION TO SUBMIT A FEMA REQUEST FOR PUBLIC ASSISTANCE TO CalOES AND TAKE RELATED ACTIONS

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/112 authorizing the County Administrator, or designee, to submit a Federal Emergency Management Agency, Request for Public Assistance claim, including executing a Project Assurances for Federal Assistance certification, to the California Governor's Office of Emergency Services (CalOES), and appoint authorized agents to submit information to CalOES on behalf of the County.

**FISCAL IMPACT:**

No immediate fiscal impact. However, this is the first step in seeking federal reimbursement for the County's response to the COVID-19 pandemic.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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

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

By: , Deputy

cc: Bob Campbell, Auditor-Controller, Russell Watts, Treasurer-Tax Collector

## FISCAL IMPACT: (CONT'D)

### BACKGROUND:

#### **County Actions**

Contra Costa County, along with Health Officers from the Bay Area, have announced a Public Health Order that requires residents to stay home to limit the spread of the novel coronavirus, also known as COVID-19. This order is in effect until April 7, 2020. It may be extended depending on recommendations from public health officials. This is a critical intervention to reduce harm from the spread of the coronavirus in our community. All Bay Area Health Officers observed quickly mounting cases and serious illnesses across the region. Because the virus spreads so easily, without dramatic intervention like this Order, it would result in so many people needing medical attention in a hospital setting that our hospitals will be overwhelmed. The County may not have enough beds or equipment to adequately care for the most seriously ill. And health care workers and other first responders, countywide, are also at risk. If those healthcare workers and first responders get sick there are fewer people to provide health care and first response services during the pandemic.

The County has activated the Emergency Operations Center (EOC) and several Department Operations Centers (DOC) to assist in the response to the pandemic. Those operations centers are the hub for procurement and distribution of services and equipment necessary to respond to the emergency. In support of this, the County Administrator, in his capacity of Administrator of Emergency Services (County Code Section 42-2.602) issued an emergency blanket purchase order in the amount of \$20 million on Friday, March 20, 2020 for the procurement of services and supplies necessary to facilitate the COVID-19 response within the County. Ratification of the emergency purchase order is scheduled on today's consent agenda.

#### **Federal Disaster Relief Actions**

On Friday, March 13, 2020, President Trump declared a nationwide emergency in response to the growing COVID-19 pandemic pursuant to Sec. 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). That action provides access to the Federal Emergency Management Agency (FEMA) Public Assistance program, which allows for a 75% Federal cost share on certain emergency protective measures taken at the direction or guidance of public health officials in response to the COVID-19 pandemic. Qualifying expenditures are those that are not supported by the authorities of another federal agency (i.e. reimbursement for response activities funded by another Federal agency grant program). Examples of reimbursable activities include the activation of Emergency Operations Centers, National Guard costs, law enforcement and other measures necessary to protect public health and safety.

#### **State Disaster Request and Presidential Authorization**

Following the President's action, Governor Newsom requested that the Federal government declare a major disaster in California due to COVID-19. The President approved the State's request on Sunday, March 22, 2020, which activated additional Federal resources directed to assist California, including deployment of mobile hospital units and a U.S. Navy hospital ship among other things.

#### **Request for Public Assistance**

The Governor's Office of Emergency Services (CalOES) is facilitating the collection of FEMA Requests for Public Assistance (RPA) from agencies (public and private) impacted by the COVID-19 pandemic.

CalOES has advised that RPA documents, which do not include a specific dollar amount of public assistance being requested, be filed no later than April 17, 2020. Filing of this document allows agencies, including the County, to be on record stating that costs have been incurred as part of the response effort and allows for a request to FEMA that a portion of those costs be reimbursed in the future. In addition, CalOES has requested that impacted agencies adopt required Project Assurances for Federal Assistance and a resolution designating agents that can act on behalf of the impact agency.

Today's action authorizes the County Administrator or designee, to complete and submit the documents discussed above to CalOES to ensure the opportunity for Federal cost reimbursement. Attached are form copies of the FEMA Request for Public Assistance (FEMA Form 009-0-49) and Project Assurances for Federal Assistance (CalOES Form 89) for reference. In addition, adoption of Resolution No. 2020/112 includes an Exhibit A, which is a Designation of Applicant's Agent Resolution for Non-State Agencies (CalOES Form 130). This is the portion of the resolution that formally appoints agents to make filings with the State on behalf of the County and appoints the County Administrator, County Finance Director and Chief Assistant County Administrators as the public officials with that authority.

CONSEQUENCE OF NEGATIVE ACTION:

The County will be unable to submit a FEMA Request for Public Assistance by the required deadline to allow for future requests to the Federal government for reimbursement of costs incurred in response to the COVID-19 pandemic.

ATTACHMENTS

Resolution 2020/112

Resolution No. 2020/112 - Exhibit A

FEMA Request for Public Assistance (FEMA Form 009-0-49)

Project Assurances for Federal Assistance (CalOES Form 89)

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

Adopted this Resolution on 03/31/2020 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2020/112**

**AUTHORIZATION TO SUBMIT A FEMA REQUEST FOR PUBLIC ASSISTANCE TO CalOES AND TAKE RELATED ACTIONS**

**WHEREAS**, Contra Costa County, along with Health Officers from the Bay Area, have announced a Public Health Order that requires residents to stay home to limit the spread of the novel coronavirus, also known as COVID-19; and

**WHEREAS**, this order is in effect until April 7, 2020. It may be extended depending on recommendations from public health officials. This is a critical intervention to reduce harm from the spread of the coronavirus in our community; and

**WHEREAS**, the County has activated the Emergency Operations Center (EOC) and several Department Operations Centers (DOC) to assist in the response to the pandemic. Those operations centers are the hub for procurement and distribution of services and equipment necessary to respond to the emergency; and

**WHEREAS**, the County Administrator, in his capacity as Administrator of Emergency Services (County Code Section 42-2.602) issued an initial emergency blanket purchase order in the amount of \$20 million on Friday, March 20, 2020 for the procurement of services and supplies necessary to facilitate the COVID-19 response within the County, but anticipates a significantly higher amount to be spent in the coming weeks and months; and

**WHEREAS**, due to the continued financial impact related to COVID-19 the County would like to pursue reimbursement from the Federal and State governments to the extent possible.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Contra Costa County, California approves the following:

1. The County Administrator, or designee, is authorized to submit a Federal Emergency Management Agency, Request for Public Assistance claim to the Governor's Office of Emergency Services (CalOES)
2. The County Administrator, or designee, is authorized to execute a Project Assurances for Federal Assistance certification and submit to CalOES.
3. Adopts Exhibit A to this Resolution 2020/112 outlining the authorized agents to act on behalf of the 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: Timothy M. Ewell, (925) 335-1036**

**ATTESTED: March 31, 2020**

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

By: , Deputy

**cc:** Bob Campbell, Auditor-Controller, Russell Watts, Treasurer-Tax Collector

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Supervisors OF THE County of Contra Costa, CA  
(Governing Body) (Name of Applicant)

THAT the County Administrator, OR  
(Title of Authorized Agent)

County Finance Director, OR  
(Title of Authorized Agent)

Chief Assistant County Administrator  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the County of Contra Costa, CA, a public entity  
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the County of Contra Costa, CA, a public entity established under the laws of the State of California,  
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this 31st day of March, 2020

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, Jami Napier, duly appointed and Chief Assistant Clerk of the Board of  
(Name) (Title)

County of Contra Costa, CA, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the Board of Supervisors of the County of Contra Costa, CA  
(Governing Body) (Name of Applicant)

on the 31st day of March, 2020.

\_\_\_\_\_  
(Signature)

Chief Assistant Clerk of the Board  
(Title)

DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
**REQUEST FOR PUBLIC ASSISTANCE**

OMB Control Number 1660-0017  
Expires December 31, 2019

|   |        |                          |                      |
|---|--------|--------------------------|----------------------|
| <b>Paperwork Burden Disclosure Notice</b>   |        |                          |                      |
| Public reporting burden for this data collection is estimated to average 15 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472, Paperwork Reduction Project (1660-0017) <b>NOTE: Do not send your completed form to this address.</b> |        |                          |                      |
| <b>Privacy Act Statement</b>  |        |                          |                      |
| Authority: FEMA is authorized to collect the information requested pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, §§ 402-403, 406-407, 417, 423, and 427, 42 U.S.C. 5170a-b, 5172-73, 5184, 5189a, 5189e; The American Recovery and Reinvestment Act of 2009, Public Law No. 111-5, § 601; and "Public Assistance Project Administration," 44 C.F.R. §§ 206.202, and 206.209.   |        |                          |                      |
| APPLICANT (Political subdivision or eligible applicant)   |        |                          | DATE SUBMITTED       |
| DUNS NUMBER   |        | FEDERAL TAX ID NUMBER    |                      |
| COUNTY (Location of Damages. If located in multiple counties, please indicate)  |        |                          |                      |
| <b>APPLICANT PHYSICAL LOCATION</b>  |        |                          |                      |
| STREET ADDRESS  |        |                          |                      |
| CITY  | COUNTY | STATE                    | ZIP CODE             |
| <b>MAILING ADDRESS (If different from Physical Location)</b>  |        |                          |                      |
| STREET ADDRESS  |        |                          |                      |
| POST OFFICE BOX   | CITY   | STATE                    | ZIP CODE             |
| <b>Primary Contact/Applicant's Authorized Agent</b>   |        | <b>Alternate Contact</b> |                      |
| NAME  |        | NAME                     |                      |
| TITLE   |        | TITLE                    |                      |
| BUSINESS PHONE  |        | BUSINESS PHONE           |                      |
| FAX NUMBER  |        | FAX NUMBER               |                      |
| HOME PHONE (Optional)   |        | HOME PHONE (Optional)    |                      |
| CELL PHONE  |        | CELL PHONE               |                      |
| E-MAIL ADDRESS  |        | E-MAIL ADDRESS           |                      |
| Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? <input type="checkbox"/> YES <input type="checkbox"/> NO  |        |                          |                      |
| Private Non-Profit Organization? <input type="checkbox"/> YES <input type="checkbox"/> NO   |        |                          |                      |
| If yes, which of the facilities identified below best describe your organization? _____   |        |                          |                      |
| Title 44 CFR, part 206.221(e) defines an eligible private non-profit facility as: "... any private non-profit educational, utility, emergency, medical or custodial care facility, including a facility for the aged or disabled, and other facility providing essential governmental type services to the general public, and such facilities on Indian reservations." "Other essential governmental service facility means museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety safety services of a governmental nature. All such facilities must be open to the general public."   |        |                          |                      |
| <b>Private Non-Profit Organizations must attach copies of their Tax Exemption Certificate and Organization Charter or By-Laws. If your organization is a school or educational facility, please attach information on accreditation or certification.</b>   |        |                          |                      |
| <b>OFFICIAL USE ONLY: FEMA -</b>  |        | <b>-DR-</b>              | <b>FIPS#</b>         |
| _____   |        | _____                    | <b>DATE RECEIVED</b> |
| _____   |        | _____                    | _____                |



Disaster No: \_\_\_\_\_

Cal OES ID No: \_\_\_\_\_

DUNS No: \_\_\_\_\_

**PROJECT ASSURANCES FOR FEDERAL ASSISTANCE**

SUBRECIPIENT'S NAME: \_\_\_\_\_  
(Name of Organization)

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_ TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**ASSURANCES – CONSTRUCTION PROGRAMS**

Note: Certain of these assurances may not be applicable to all of your projects. If you have questions, please contact the California Governor's Office of Emergency Services. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the subrecipient named above:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
16. Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.
18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
  - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
  - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
  - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.

20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.
  
21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, “Debarment and Suspension.”

“I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by the above named subrecipient to enter into this agreement for and on behalf of the said subrecipient, and by my signature do bind the subrecipient to the terms thereof.”

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PRINTED NAME

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

---

TITLE

---

DATE



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Grant Agreement #28-915 with California Department of Business, Consumer Services and Housing Agency

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #28-915 (State #20-HCFC-00059) with California Department of Business, Consumer Services and Housing Agency to pay County an amount not to exceed \$858,735 for COVID-19 Emergency Homelessness Funding to provide prevention and containment efforts for temporary homeless shelters in Contra Costa County, commencing upon State approval through June 30, 2020.

**FISCAL IMPACT:**

Approval of this Agreement will result in an amount not to exceed \$858,735 of funding from California Department of Business, Consumer Services and Housing Agency for COVID-19 Emergency Homelessness Funding. (No County match required)

**BACKGROUND:**

The COVID-19 Emergency Homeless Funding will be used for prevention and containment efforts for homeless shelters including, but not limited to, medically indicated services and supplies, such as testing and handwashing stations, and enhancements to existing shelter facilities. This will also allow for proper social distancing and isolation to reduce the spread of COVID-19 among the homeless population.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Lavonna Martin,  
925-608-6701

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of Grant Agreement #28-915 will allow County to receive COVID-19 Emergency Homelessness Funding for prevention and containment efforts in Contra Costa County, through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County will not receive funding from the State of California to provide prevention and containment efforts to reduce the spread of COVID-19 in Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: March 31, 2020

Subject: East Bay Community Foundation Grant Funds

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$5,000 from The East Bay Community Foundation, to supplement Rodeo Library services pursuant to the local refinery Good Neighbor Agreement, for the period July 1 through December 31, 2020.

**FISCAL IMPACT:**

No Library Fund match.

**BACKGROUND:**

The County currently funds 19 hours of library service at the Rodeo Library. If granted, the \$5,000 from The East Bay Community Foundation, administered by the Rodeo Municipal Advisory Council, will be used to fund additional hours of library service. The proposed additional hours will provide one extra hour of Saturday service, and three extra hours of evening service two weekdays per week. These extended hours offer Rodeo residents additional opportunities to make use of the educational and recreational resources available at the library.

The Rodeo Municipal Advisory Council is a strong advocate for the Rodeo Library, and consistently supports additional funds for extended Library hours.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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

Contact: Walt Beveridge  
925-608-7730

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the grant proposal is not approved, the Rodeo Library will remain open for the County funded 19 hours per week, instead of the proposed 23 hours per week.

CHILDREN'S IMPACT STATEMENT:

**Applicability:**

Extending hours at the Rodeo Library will meet all five community outcomes established in the Children's Report Card. Research shows that early and positive experiences with books set the stage for a child's success in learning to read. Additionally, literacy skills are a strong predictor of health and employment status. Extending the hours at the Rodeo Library will draw more families to the library and encourage regular exposure to reading and books, thus improving the quality of life for children and families in Rodeo.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Contract with Blankinship & Associates, Incorporated. Project No. 7517-6W7241 Countywide.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Blankinship & Associates, Incorporated, a California Corporation, in an amount not to exceed \$540,000, to provide on-call professional stormwater quality services for a variety of National Pollutant Discharge Elimination System (NPDES) Permit requirements for the period April 1, 2020 through March 31, 2023, Countywide.

**FISCAL IMPACT:**

This project is funded 100% by Stormwater Utility Assessment Funds.

**BACKGROUND:**

The Contra Costa County Watershed Program (CCCWP) currently administers the Municipal NPDES Permits from the San Francisco Bay Region of the California Regional Water Quality Control Board on behalf of the County, including Contra Costa County Public Works and the Contra Costa County Flood Control and Water Conservation District. Both County entities are Member Agencies of a Joint Exercise of Powers Agreement (JEPA), which was formed to develop and implement a monitoring plan for each discharger's Aquatic Pesticide NPDES Permit. Additional active JEPA members

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Melinda Harris, (925) 313-2037

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, Melinda Harris, County Watershed Program, Catherine Windham, Flood Control



BACKGROUND: (CONT'D)

include the City of Antioch, Alameda County Public Works, and the Zone 7 Water Agency.

The NPDES Permit requires municipalities to reduce pollutants in the stormwater flowing through their drainage systems and waterways and thereby reducing negative impacts to receiving waters from trash, abandoned waste, and other pollutants of concern found in urban runoff.

The CCCWP requires on-call professional service contracts for the provision of expertise in a variety of technical fields in support of meeting stormwater quality requirements of the NPDES Permit and additional County initiatives.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of this contract by the Board of Supervisors, Contra Costa County will be unable to meet its requirements under the amended Municipal Regional Permit No. CAS612008.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Amendment #24-958-28 with Rubicon Programs Incorporated

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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 #24-958-28 with Rubicon Programs Incorporated, a non-profit corporation, effective January 1, 2020, to amend Contract #24-958-27 to increase the payment limit by \$115,797, from \$135,000 to a new payment limit of \$250,797, with no change in the term of July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CalWORKs. (No Rate increase)

**BACKGROUND:**

In August 2019, the County Administrator approved and the Purchasing Manager executed Contract #24-958-27 with Rubicon Programs Incorporated, to provide mental health services for CalWORKs clients, for the period from July 1, 2019 through June 30, 2020.

Approval of Contract Amendment Agreement #24-958-28 will allow the Contractor to continue to provide additional mental health services, through June 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment is not approved, County patients will not receive additional mental health services from Contractor's facility.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Suzanne Tavano,  
925-957-5212

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

By: , Deputy

cc: E Suisala , M Wilhelm



CHILDREN'S IMPACT STATEMENT:

This prevention and treatment 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 addicted youth being provided an opportunity to prevent or recover from the effects of alcohol or other drug use, become self-sufficient, and return to their families as productive individuals.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: Contract with Goodwill Industries of the Greater East Bay, Inc. for Subsidized Temporary Experience

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Goodwill Industries of the Greater East Bay, Inc., in an amount not to exceed \$347,400, to provide for Subsidized Temporary Experience with/without Pay for the Under-Employed Program (STEP-UP) Services, for the period January 1, 2020 through June 30, 2020.

**FISCAL IMPACT:**

This will increase department expenditures by \$347,400 to be funded by California Work Opportunity and Responsibility to Kids (CalWORKs) which is 100% Federal revenue.

**BACKGROUND:**

Goodwill Industries of the Greater East Bay, Inc. (Goodwill) was selected from a competitive procurement, Request for Proposal #1161 to provide STEP-UP Services County-wide. STEP-UP is designed to provide entry-level work experience to designated CalWORKs Welfare-to-Work (WTW) participants who are not meeting their WTW participation requirements by immediately placing them into Work Experience (WEX) assignments for up to 180 days. The goal of STEP-UP, when coupled

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Gina Chenoweth  
8-4961

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

with other necessary WTW activities and services, is to immediately engage participants by providing exposure to work and basic job skills and ultimately leading to a participant's successful, long-term job placement.

Under this Contract, Goodwill will develop, implement, and monitor countywide paid and unpaid WEX opportunities. Provisions of this Contract include two components: Contractor acting as the Employer of Record and Job Development/Placement for both paid and unpaid WEX assignments.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County will not be able to provide the federally mandated STEP-UP Program of CalWORKs.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: Contract with Robert Half International Inc. for an Interim Department Chief Financial Officer

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Robert Half International Inc., in an amount not to exceed \$195,000, to provide an Interim EHSD Chief Financial Officer, for the period October 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

This will increase department expenditures by \$195,000, funded by 5% County, 51% State, 44% Federal revenues, as an administrative overhead expense.

**BACKGROUND:**

The Employment and Human Services Department (EHSD) needed to urgently hire a Chief Financial Officer (CFO) to replace the CFO who departed at the end of August 2019. To fill the immediate need, EHSD hired an Interim CFO on a temporary basis, while continuing to actively recruit for a permanent Chief Financial Officer.

This Contract contains modified indemnification language. This Contract is subject to final approval by County Counsel and Risk Management.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Gina Chenoweth  
8-4961

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

EHSD would not be able to meet and/or sustain fiscal support service needs.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: Contract with Contra Costa County Office of Education for Tutoring Services to Children in Foster Care

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an agreement with Contra Costa County Office of Education, in an amount not to exceed \$50,000 to provide tutoring services to children in foster care for the period July 1, 2020 through June 30, 2021.

**FISCAL IMPACT:**

This contract will increase department expenditures by \$50,000, to be funded 70% by 2011 Realignment and 30% by County General Funds.

**BACKGROUND:**

Contra Costa County Office of Education (Agency) was selected through the competitive bid process, Request For Information (RFI) 695, by the Employment and Human Services Department's Children and Family Services Bureau (CFS) in 2020 for the 2020-2021 fiscal year. Agency provides tutoring services to children and youth in foster care in all Contra Costa County school districts. Under this agreement, Agency must provide qualified, trained, tutors who will serve Contra Costa County dependent children and youth in foster care and who request tutoring; ensure Education Liaisons and Agency staff work collaboratively with CFS Social Workers; and provide CFS a monthly report of all tutoring provided to each child receiving tutoring through this Agreement.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Laura Pacheco  
8-4963

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Children in Contra Costa County Foster Care will not receive State mandated tutoring services.

CHILDREN'S IMPACT STATEMENT:

This contract supports three of the five community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; and 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families, by supporting the educational rights of children and youth in foster care.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Contract #26-395-22 with LocumTenens.com, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-395-22 with LocumTenens.com, LLC, a limited liability company, in an amount not to exceed \$2,250,000, to provide temporary physician services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period March 1, 2020 through February 28, 2023.

**FISCAL IMPACT:**

This Contract is funded 100% Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On May 23, 2017, the Board of Supervisors approved Contract #26-395-21 with LocumTenens.com, LLC for the provision of temporary physician services at CCRMC for the period March 1, 2017 through February 29, 2020.

Approval of Contract #26-395-22 will allow Contractor to continue providing temporary physician services at CCRMC and County Health Centers through February 28, 2023.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, patients requiring temporary physician services will not have access to Contractor's services.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Samir Shah, M.D.,  
925-370-5525

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

By: , Deputy

cc: K Cyr, M Wilhelm





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Contract #77-272 with Vitas Healthcare Corporation of California

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County Contract #77-272 with Vitas Healthcare Corporation of California, a corporation, in an amount not to exceed \$1,450,000, to provide home health and hospice services to Contra Costa Health Plan (CCHP) Members for the period March 1, 2020 through February 28, 2021.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

Under Contract #77-272, Contractor will provide home health and hospice services to CCHP Members for the period March 1, 2020 through February 28, 2021.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain specialty health care services for CCHP Members will not be provided.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Sharron Mackey,  
925-313-6104

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

By: , Deputy

cc: K Cyr, M Wilhelm



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Amendment #1 to Contract with Nichols Consulting Engineers, CHTD for Pavement Engineering and Pavement Management

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Nichols Consulting Engineers, CHTD (dba NCE), to increase the payment limit by \$150,000 to a new payment limit of \$300,000 and extend the term from March 1, 2020 to March 1, 2021, for on-call pavement engineering and pavement management services, Countywide. (100% Local Road Fund)

**FISCAL IMPACT:**

This contract will be funded by 100% local road funds.

**BACKGROUND:**

The Public Works Department manages over 660 miles of roads throughout unincorporated Contra Costa County. On March 1, 2018, the County entered into a contract with Nichols Consulting Engineers, CHTD, d/b/a NCE to augment staff and provide pavement engineering and pavement management services on an on-call basis. The services include, but are not limited to: determining the performance status of the entire County roadway network, identifying feasible pavement preventative maintenance measures and rehabilitation alternatives,

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Chris Lau,  
925-313-7002

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

determining a preventative maintenance and rehabilitation program for the roadway network, preparing a multi-year pavement preventative maintenance and rehabilitation plan, performing pavement condition surveys, rating and analysis to update pavement condition indices, review and prepare construction and planning cost estimates for pavement related construction projects, and many other pavement related technical services. This contract amendment is to extend the contract termination date by one year to March 1, 2021 and increase the payment limit from \$150,000 to \$300,000.

CONSEQUENCE OF NEGATIVE ACTION:

The Public Works Department will be unable to provide pavement engineering and pavement management of the County road network in a timely manner.

ATTACHMENTS

Amendment #1 - NCE On-Call Pavement Engineering

Amendment #1 Special Condition - NCE On-Call Pavement Engineering

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT**

*(To be used only for Architectural, Engineering or Land Surveying Services.)*

1. Identification of Agreement to be Amended.

- (a) Effective Date of Agreement: March 1, 2018
- (b) Agency: Contra Costa County
- (c) Subject: On-Call Pavement Engineering and Pavement Management Services

2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:

- (a) Consultant's Name & Address: Nichols Consulting Engineers, CHTD d/b/a NCE  
501 Canal Blvd., Suite I  
Pt. Richmond, CA 94804

- (b) Type of Business Entity: Corporation

(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, identify state of incorporation: Nevada

3. Project Name, Number, & Location. On-Call Pavement Engineering and Pavement Management Services,  
Various, Contra Costa County

4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is March 1, 2020.

5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.

6. Signatures. The signatures set forth below attest the parties' agreement hereto:





**CONSULTANT**

| <b><u>SIGNATURE A</u></b>  | <b><u>SIGNATURE B</u></b>  |
|--|--|
| Consultant's Name:<br><br>Nichols Consulting Engineers, CHTD d/b/a NCE, a Nevada Corporation<br><br>By _____<br><br>(Signature of individual or officer)<br><br>_____<br><br>(Print name and title, if applicable) | By _____<br><br>(Signature of individual or officer)<br><br>_____<br><br>(Print name and title, if applicable) |

Note to Consultant: If Consultant is a corporation, the Amendment to Consulting Services Agreement must be signed by two officers. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

**ACKNOWLEDGMENT**

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ (insert name(s) and title(s) of the officer(s) signing on behalf of Consultant), 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

(Notary's Seal)



**AGENCY**

(a) **If Amendment is approved by Agency's governing body (required if total Payment Limit of original Agreement and Amendment exceeds \$100,000, or if original Agreement was approved by Agency's governing body):**

|   |   |
|---|---|
| AGENCY,<br>By _____<br>Board Chair/Designee | ATTEST: Clerk of the Board of Supervisors<br>By _____<br>Deputy |
|---|---|

(b) **If Amendment is approved by County Purchasing Agent:**

|  |
|--|
| AGENCY,<br>By _____<br>County Purchasing Agent or Designee |
|--|

**APPROVALS**

RECOMMENDED BY DEPARTMENT

By \_\_\_\_\_  
Designee

FORM APPROVED BY COUNTY COUNSEL

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

APPROVED: COUNTY ADMINISTRATOR

By \_\_\_\_\_  
Designee



### **AMENDMENT SPECIFICATIONS**

Due to Agency's continued need of Consultant's services, for good and valuable consideration, County and Consultant hereby amend the Agreement as follows:

1. Section 3 (Term) of the Agreement is hereby amended by deleting "March 1, 2020" in its entirety and replacing it with "March 1, 2021."
2. Section 4 (Payment Limit) of the Agreement is hereby amended by increasing the payment limit by \$150,000 from \$150,000 to a new Payment Limit of \$300,000.
3. The Agreement is hereby amended to add the Special Condition attached hereto as part of the Agreement.

All other conditions and terms in the Agreement entered into on March 1, 2018 between Agency and Consultant, not modified by this Amendment No. 1, shall remain in full force and effect.

Amendment No. 1  
(Page 8 of 8)

**Special Conditions**  
**(Consulting Services Agreement)**

7. Fictitious Business Name Statement. No later than May 1, 2020, Consultant shall provide County with evidence that it has filed a fictitious business name statement with the Contra Costa County Clerk listing its corporate name and fictitious business name.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: Contract with Contra Costa County Office of Education for Educational Liaison Services for Foster Youth

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Contra Costa County Office of Education in an amount not to exceed \$108,045 to provide educational liaison services for children in foster care for the period July 1, 2020 through June 30, 2021.

**FISCAL IMPACT:**

This agreement will increase department expenditures by \$108,045, to be funded 70% by 2011 Realignment and 30% by County General funds.

**BACKGROUND:**

Education Liaisons at Contra Costa County Office of Education work collaboratively with local school districts, child welfare agencies, foster care agencies, probation, post-secondary institutions, caregivers, and community organizations with the goal of improving the educational gap for foster youth. Using a unique partnership, Education Liaisons work closely with Children and Family Services (CFS) social workers to help support the educational needs of children by ensuring proper educational placement, school enrollment, and checkout from school as well as assisting with the transfer of grades, credits, and records when there is a school change as mandated by California Education Code § 48853.5(b)-(d), (e)(8)(C).

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Gina Chenoweth  
8-4961

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without educational liaisons, foster children and youth will experience increased barriers in accessing the same academic resources, services, and extracurricular and enrichment activities that are available to all students.

CHILDREN'S IMPACT STATEMENT:

This contract supports four of the five community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Safe, Stable and Nurturing"; and 4) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by supporting the educational rights of children and youth in foster care.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 31, 2020

Subject: Coroner's Inquest Hearing Contract

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to enter into a contract containing modified indemnification language with Matthew Guichard for coroner's inquest hearing services, in an amount of \$49,575 for the term of May 1, 2020 to April 30, 2022.

**FISCAL IMPACT:**

\$49,575 General Fund (Budgeted)

**BACKGROUND:**

Matthew Guichard is a nationally recognized trial lawyer that has been working with Contra Costa County Office of the Sheriff's Coroner's Division since 2005. He is contracted to serve as a Hearing Officer in Coroner's Inquests. He conducts the jury, presents all the witnesses, questions all the witnesses and reads the jury instructions to the jury. The contract includes a change in the indemnification language to provide mutual indemnification.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Office of the Sheriff would be unable to contract with contractor and would need to search for an additional hearing officer which may delay cases.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Sandra Brown,  
925-335-1553

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Contract #77-267-1 with Healthy Living At Home-East Bay, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-267-1 with Healthy Living at Home-East Bay, LLC, a limited liability company, in an amount not to exceed \$400,000, to provide home health care services for Contra Costa Health Plan (CCHP) Members, for the period April 1, 2020 through March 31, 2022.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

Under Contract #77-267-1, the Contractor will provide home health care services for CCHP Members for the period April 1, 2020 through March 31, 2022.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, CCHP Members will not receive home health care services from the Contractor.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Sharron Mackey,  
925-313-6004

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

By: , Deputy

cc: K Cyr, M Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Contract #76-546-3 with Nicole C. Hickey, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-546-3 with Nicole C. Hickey, M.D., an individual, in an amount not to exceed \$1,263,000 to provide pulmonology services to Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers patients for the period May 15, 2020 through May 14, 2023.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**

On April 18, 2017, the Board of Supervisors approved Contract #76-546-2 with Nicole C. Hickey, M.D., to provide pulmonology services, including but not limited to clinical coverage, consultation, training and on-call services at CCRMC and Contra Costa Health Centers, for the period from May 15, 2017 through May 14, 2020.

Approval of Contract #76-546-3 will allow the Contractor to continue to provide pulmonology services at CCRMC and Contra Costa Health Centers through May 14, 2023.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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 pulmonology services at CCRMC and Contra Costa Health Centers will not have access to the Contractor's services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Contract #76-519-11 with Steven A. Harrison, M.D., A Professional Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-519-11 with Steven A. Harrison, M.D., A Professional Corporation, in an amount not to exceed \$1,000,000 to provide ophthalmology services to Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers patients for the period May 1, 2020 through April 30, 2023.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**

On April 25, 2017, the Board of Supervisors approved Contract #76-519-9 (as amended by Amendment Agreement #76-519-10) with Steven A. Harrison, M.D., APC., to provide ophthalmology services, including but not limited to clinical coverage, consultation, training and on-call services at CCRMC and Contra Costa Health Centers, for the period from May 1, 2017 through April 30, 2020.

Approval of Contract #76-519-11 will allow the Contractor to continue to provide ophthalmology services at CCRMC and Contra Costa Health Centers through April 30, 2023.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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 ophthalmology services at CCRMC and Contra Costa Health Centers will not have access to the Contractor's services.





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a contract amendment with Horizon Water and Environment, LLC. Project No.7505-6F8241

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute Contract Amendment #3 with Horizon Water and Environment, LLC., effective March 13, 2020, to extend the term from March 13, 2019 to December 31, 2020, with no change in the contract payment limit, to complete necessary environmental compliance work, Countywide.

**FISCAL IMPACT:**

100% Flood Control District Fund 250500.

**BACKGROUND:**

Due to the District's continued need of Contractor's specialized program support and coordination services, the District requests that the Board of Supervisors approve this contract extension. This amendment will allow the District to complete a County-wide programmatic permit for routine maintenance work in areas under the jurisdiction of Federal and State agencies who regulate creeks and wetlands.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Ave' Brown (925)  
313-2311

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

By: , Deputy

cc: Ave' Brown

CONSEQUENCE OF NEGATIVE ACTION:

Without Board approval, full execution of the programmatic permit may not be completed and routine maintenance could be delayed.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Execute a contract amendment with Lawrence V. Gossett (dba Gossett Civil Engineering), to amend the term, Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Lawrence V. Gossett (dba Gossett Civil Engineering), to amend the termination date from November 30, 2020 to a new termination date of January 5, 2020, for on-call land development engineering consulting services, Countywide.

**FISCAL IMPACT:**

100% Developer Fees

**BACKGROUND:**

On October 17, 2017, the Board of Supervisors approved a Consulting Service Agreement (CSA) with Lawrence V. Gossett (dba Gossett Civil Engineering) to provide on-call land development engineering consulting services, for the period from December 1, 2017 through November 30, 2020, in the amount of \$250,000.

In accordance with General Conditions Paragraph 32 (Amendments) of the CSA, Public Works Department requests approval from the Board of Supervisors to amend the termination date of the CSA from November 30, 2020 to a new termination date of January 5, 2020 due to Lawrence V. Gossett becoming a full-time County employee.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Carl Roner  
(925)313-2213

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

By: , Deputy

BACKGROUND: (CONT'D)

Approval of this amendment will accomplish this CSA termination effective at the close of business on January 5, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Department will not be able to terminate the current contract with Lawrence V. Gossett (dba Gossett Civil Engineering).

ATTACHMENTS

12-1-17 Amendment No. 1 to Consulting Services Agreement

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT**

*(To be used only for Architectural, Engineering or Land Surveying Services.)*

1. Identification of Agreement to be Amended.
  - (a) Effective Date of Agreement: December 1, 2017
  - (b) Agency: Contra Costa County Public Works Department
  - (c) Subject: On-Call Land Development Engineering Consulting Services, Various Project Numbers and Task Orders
  
2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:
  - (a) Consultant's Name & Address: Lawrence V. Gossett d/b/a Gossett Civil Engineering  
P.O Box 5101  
Walnut Creek, CA 94596  
Attn: Lawrence V. Gossett
  
  - (b) Type of Business Entity: Individual  
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)  
If corporation, identify state of incorporation:
  
3. Project Name, Number, & Location. On-Call Land Development Engineering Consulting Services, Various Project Numbers and Task Orders
  
4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is January 5, 2020.
  
5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.
  
6. Signatures. The signatures set forth below attest the parties' agreement hereto:

DRAFT

**CONSULTANT**

|   |  |
|---|--|
| <p><b><u>SIGNATURE A</u></b></p> <p>Consultant's Name:</p> <p>Lawrence V. Gossett d/b/a Gossett Civil Engineering, a<br/>Individual</p> <p>By _____<br/>(Signature of individual or officer)</p> <p>_____<br/>(Print name and title, if applicable)</p> | <p><b><u>SIGNATURE B</u></b></p> <p>By _____<br/>(Signature of individual or officer)</p> <p>_____<br/>(Print name and title, if applicable)</p> |
|---|--|

**Note to Consultant:** If Consultant is a corporation, the Amendment to Consulting Services Agreement must be signed by two officers. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

**ACKNOWLEDGMENT**

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ (insert name(s) and title(s) of the officer(s) signing on behalf of Consultant), 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

(Notary's Seal)

DRAFT



**AGENCY**

(a) **If Amendment is approved by Agency's governing body (required if total Payment Limit of original Agreement and Amendment exceeds \$100,000, or if original Agreement was approved by Agency's governing body):**

|   |   |
|---|---|
| AGENCY,<br><br>By _____<br>Board Chair/Designee | ATTEST: Clerk of the Board of Supervisors<br><br>By _____<br>Deputy |
|---|---|

(b) **If Amendment is approved by County Purchasing Agent:**

|  |
|--|
| AGENCY,<br><br>By _____<br>County Purchasing Agent or Designee |
|--|

**APPROVALS**

RECOMMENDED BY DEPARTMENT

By \_\_\_\_\_  
Designee

FORM APPROVED BY COUNTY COUNSEL

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

APPROVED: COUNTY ADMINISTRATOR

By \_\_\_\_\_  
Designee

**AMENDMENT SPECIFICATIONS**

Agency and Consultant agree that Agency no longer requires Consultant's services under the Agreement. Accordingly, Agency and Consultant hereby amend the Agreement by amending Section 3 (Term) of the Agreement by deleting "November 30, 2020" therefrom, and replacing it with "January 5, 2020."

DRAFT

## CONSULTING SERVICES AGREEMENT

*(To be used only for Architectural, Engineering or Land Surveying Services.)*

This consulting services agreement ("Agreement") is dated December 1, 2017, and is between the agency and the consultant identified below. The parties agree to each of the terms set forth below (the "Basic Terms") and to each of the terms set forth in the Attachments (as defined below).

1. Parties.

(a) Agency: *(check one)*

- Contra Costa County for its Department named below
- Contra Costa County Flood Control and Water Conservation District
- Contra Costa County Fire Protection District
- Housing Authority of the County of Contra Costa
- Contra Costa County Redevelopment Agency

(i) Department *(if applicable):* Public Works

(ii) Department Head means the individual named below or his or her designee *(check one):*

- Director of General Services
- Public Works Director/Chief Engineer
- Fire Chief
- Housing Authority Executive Director
- Director of Department of Conservation and Development

(iii) Agency Mailing Address: Contra Costa County Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Jocelyn A. Bolibol LaRocque

(b) Consultant's Name & Address: Lawrence V. Gossett d/b/a Gossett Civil Engineering  
P.O. Box 5101  
Walnut Creek, CA 94596  
Attn: Lawrence V. Gossett

(i) Type of Business Entity: Individual  
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, add State of incorporation:

(ii) Federal Taxpayer I.D. or SSN: 549-98-9710

(iii) License Number: C 31695

2. Project Name, Number, & Location: On-Call Land Development Engineering Consulting Services  
Various Project Numbers and Tasks Orders

3. Term. The effective date of this Agreement is December 1, 2017. It terminates on November 30, 2020, unless sooner terminated as provided herein.

- 4. Payment Limit. Payments under this Agreement cannot exceed: \$250,000.00.
- 5. Legal Authority. This Agreement is entered into under and subject to Government Code Section 4525 or Section 31000, or:

- Health and Safety Code Section 13861 (*Fire Protection District*)
- Health and Safety Code Section 34314 (*Housing Authority*)
- Health and Safety Code Section 33125 (*Redevelopment Agency*)
- Other (*Specify*)

- 6. Attachments. The following documents are attached to this Agreement (the "Attachments") and are incorporated herein by reference. This Agreement includes the Basic Terms, the signature pages, and all of the Attachments.

- General Conditions (*always attached*)
- Special Conditions (*optional*)
- Appendix A: Scope of Services (*always attached*)
- Appendix B: Payment Provisions, Project Personnel and Billing Rates (*always attached*)

- 7. Signatures. The signatures set forth below attest the parties' agreement hereto:

CONSULTANT

SIGNATURE A

Consultant's Name:  
Lawrence V. Gossett d/b/a Gossett Civil Engineering,  
a Individual

SIGNATURE B

By \_\_\_\_\_  
(Signature of individual or officer)  
Lawrence V. Gossett  
(Print name and title, if applicable)

By \_\_\_\_\_  
(Signature of individual or officer)  
  
(Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ (insert name(s) and title(s) of the officer(s) signing on behalf of the Consultant), 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

(Notary's Seal)

Signatures. The signatures set forth below attest the parties' agreement hereto:

**CONSULTANT SIGNATURES**

**SIGNATURE A**

Consultant's Name: Lawrence V. Gossett  
d/b/a Gossett Civil Engineering

By [Signature]  
(Signature of individual or officer)

LAWRENCE V. GOSSETT, PRINCIPAL  
(Print name and title, if applicable)

**SIGNATURE B**

Consultant's Name: \_\_\_\_\_

By \_\_\_\_\_  
(Signature of individual or officer)

\_\_\_\_\_  
(Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporation Code Section 313.) The acknowledgment below must be signed by a Notary Public.

**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 Napa )

On August 31, 2017 (Date),  
before me, Elizabeth K. Clark, Notary Public (Name and Title of Officer),  
personally appeared, Lawrence V. Gossett,

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

Elizabeth K. Clark  
Signature of Notary Public



Place Notary Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

AGENCY

(a) If Agreement is approved by Agency governing body (required if Payment Limit exceeds \$100,000):


AGENCY,  
By   
Board Chair/Designee

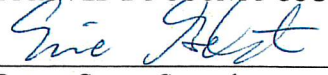
ATTEST: Clerk of the Board of Supervisors  
By \_\_\_\_\_  
Deputy

(b) If Agreement is approved by County Purchasing Agent:

AGENCY,  
By \_\_\_\_\_  
County Purchasing Agent or Designee

COUNTY APPROVALS

RECOMMENDED BY DEPARTMENT  
By   
Designee

FORM APPROVED BY COUNTY COUNSEL  
By   
Deputy County Counsel  
*Eric Geston*

APPROVED: COUNTY ADMINISTRATOR  
By   
Designee

GENERAL CONDITIONS  
(Consulting Services Agreement)

8. Employment/Scope of Service. Agency hereby employs Consultant, and Consultant accepts such employment, to perform the professional services as described in Appendix A (Scope of Services), upon the terms and in consideration of the payments stated herein.
9. Report Disclosure Section. Pursuant to Government Code Section 7550, Consultant shall include in all documents or written reports completed and submitted to Agency in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section only applies if the Payment Limit of this Agreement exceeds \$5,000. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.
10. Insurance. Consultant may not commence work under this Agreement until it has furnished evidence of the insurance required herein to the Department Head, and the Department Head has approved it, and may not continue to perform any work under this Agreement if the insurance required herein is no longer in effect.
- (a) Types and Amount of Insurance: Consultant, at no cost to Agency, shall obtain and maintain during the term hereof: (i) Workers' Compensation Insurance pursuant to state law, including, without limitation, California Labor Code section 3700; (ii) Professional Liability Insurance with a minimum coverage limit of \$1,000,000 for claims made in the aggregate annually and a maximum self-insured retention or self-insured retained limit of liability of \$25,000, for all damages or losses because of errors, omissions or malpractice arising out of the provision of professional services by Consultant and Consultant's subconsultants under this Agreement; and (iii) liability insurance with a minimum coverage limit of \$5,000,000 for claims made in the aggregate annually for all personal injury and property damage, to include liability assumed under this Agreement, the use of any licensed motor vehicle by Consultant or subconsultants, and naming Agency, its governing body, officers and employees as additional insureds. The policies will constitute primary insurance as to Agency and its governing body, officers and employees such that other insurance policies held by them or their self-insurance program(s) are not required to contribute to any loss covered under Consultant's insurance policy or policies.
- (b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Department Head certificates of insurance evidencing the coverage required herein and requiring 30 days' written notice to Agency of policy lapse, cancellation or material change in coverage. If Consultant renews the insurance policy(ies) or acquires a new insurance policy(ies) or amends the coverage through an endorsement to the policy(ies) at any time during the term of this Agreement, then Consultant shall provide current certificate(s) to the Department Head.
- (c) Warranty: Consultant represents and warrants that, as of the effective date of this Agreement, Consultant is not aware of any situation that has occurred that could reduce the limits of liability set forth above for claims made under this Agreement.
- (d) Labor Code Section 1861 Certification: In executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. Payment. Agency shall pay Consultant for professional services performed as described in Appendix A at the rates shown in Appendix B, which include all overhead and incidental expenses, for which no additional compensation will be allowed. Notwithstanding the foregoing, Agency shall reimburse those incidental expenses specifically itemized in Appendix B, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to the Department Head. In no event may the total amount paid to Consultant exceed the Payment Limit specified in Section 4, Payment Limit, without Agency's prior written approval.
- (a) Billing Statements: Consultant shall submit billing statements in the manner and form prescribed by the Department Head detailing the work performed and listing, for each item of services, the employee categories, hours and rates. Except as otherwise provided in the Scope of Services, Consultant shall submit the billing statements no later than 30 days from the end of the month in which the services described in the billing statement were actually rendered. Except as provided in subsections (b)–(d) below, Agency will endeavor to pay Consultant within 30 days after receipt of each statement.

GENERAL CONDITIONS  
(Consulting Services Agreement)

- (b) Documentation: Consultant shall furnish progress reports with each billing statement at no additional charge. Consultant shall include sufficient detail in each progress report, and shall furnish to the Department Head whatever additional information is necessary, to enable the Department Head to determine whether Consultant is performing all tasks described in the Scope of Services pursuant to the schedule set forth in the Scope of Services.
- (c) Penalty for Late Submission: If Agency is unable to obtain reimbursement from the state or federal government as a result of Consultant's failure to submit to Agency a timely billing statement as set forth above, Agency will not be obligated to pay Consultant for the services included in the late billing statement.
- (d) Right to Withhold: Agency may withhold payment to Consultant following written notice to Consultant that: (i) Consultant has failed to fully perform its obligations under this Agreement (including, without limitation, any failure to submit required deliverable items according to the schedule set forth in the Scope of Services); (ii) Consultant has neglected, failed, or refused to furnish information or cooperate with any inspection, review, or audit of its work or records; or (iii) Consultant has failed to sufficiently itemize or document its billing statement.
- (e) Audit Exceptions: Consultant accepts responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Agreement. Within 30 days of demand, Consultant shall pay Agency the full amount of Agency's obligation to the state and/or federal government resulting from any audit exceptions that are attributable to Consultant's failure to properly perform any of its obligations under this Agreement.
- (f) Payment Retention: Agency may retain 10% of each billing statement as security for the fulfillment of this Agreement. After Consultant has completed all services as required under this Agreement, submitted final billing, and if the Department Head has determined that the services have been completed in accordance with this Agreement, Agency will release all withheld funds.
- (g) Penalties for False Claims: Any person who commits any of the following acts shall be liable to Agency for three times the amount of damages which Agency sustains because of the act of that person. A person who commits any of the following acts shall also be liable to Agency for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to Agency for a civil penalty of not less than \$5,000 and not more than \$10,000 for each false claim: (a) Knowingly presents or causes to be presented to an officer or employee of Agency a false claim for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by Agency. (c) Conspires to defraud Agency by getting a false claim allowed or paid by Agency. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to Agency. (e) Is a beneficiary of an inadvertent submission of a false claim to Agency, subsequently discovers the falsity of the claim, and fails to disclose the false claim to Agency within a reasonable time after discovery of the false claim. Liability under this section shall be joint and several for any act committed by two or more persons.
12. Extra Work. Any work or services in addition to the work or services described in the Scope of Services that Agency deems necessary to properly complete the work or services described in Scope of Services shall be performed by Consultant at the direction of Agency according to the rates or charges listed in Appendix B. In the event that no rate or charge is listed for a particular type of extra work, Consultant will be paid for the extra work at a rate to be mutually agreed on prior to the commencement of the extra work. In no event will Consultant be entitled to compensation for extra work unless, prior to commencement of the extra work, Agency has executed a written amendment describing the extra work and payment terms in accordance with Section 32, Amendments.
13. Time for Completion. Consultant shall complete all services covered by this Agreement no later than the end of the term as set forth above. Notwithstanding the foregoing, to the extent the Scope of Services provides for the phasing of services, Consultant shall complete all services for each phase of the project by the deadlines stated in the Scope of Services.
14. Termination by Agency. At its option, Agency may terminate this Agreement at any time by written notice to Consultant, whether or not Consultant is then in default. Upon such termination, Consultant shall, without delay, deliver to Agency all materials and records prepared or obtained in the performance of this Agreement, and Agency shall pay Consultant, without duplication, all amounts due for the services rendered up to the date of termination.



GENERAL CONDITIONS  
(Consulting Services Agreement)

15. Abandonment by Consultant. If Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall deliver to Agency, without delay, all materials and records prepared or obtained in the performance of this Agreement. Agency shall pay Consultant the amount it determines to be the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which Agency incurs as a result of such cessation or abandonment.
16. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Agency. Consultant shall retain, and make available to Agency in accordance with Section 17, Record Retention and Auditing, all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement.
17. Record Retention and Auditing. Except for materials and records delivered to Agency, Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five years after Consultant's receipt of the final payment under this Agreement. Upon request by Agency, Consultant shall promptly make such materials and records available to Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by the Department Head, at no additional charge and without restriction or limitation on their use.
18. Independent Contractor Status. The parties intend that Consultant, in performing the services specified herein, is acting as an independent contractor and that Consultant will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association. Additionally, Consultant is not entitled to participate in any pension plan, workers' compensation plan, health plan, insurance, bonus or similar benefits Agency provides to its employees. In the event that Agency exercises its right to terminate the Agreement, Consultant expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances or laws applicable to employees.
19. Breach. If Consultant fails to perform any of the services described in this Agreement in the manner and timeframe set forth in the Scope of Services or otherwise breaches this Agreement, Agency may pursue all remedies provided by law or equity. Disputes relating to the performance of this Agreement are not subject to non-judicial arbitration.
20. Compliance with Laws. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state, or local in origin, including, but not limited to, licensing and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination and prevailing wage rates and their payment in accordance with California Labor Code Section 1775. If any federal or state regulations or laws touching upon the subject of this Agreement are adopted or revised during the term hereof, this Agreement will be deemed amended and Consultant will comply with such federal or state requirements.
21. Assignment. Consultant may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by operation of law or otherwise; provided, however, Consultant may, subject to any required state or federal approval, enter into subcontracts for the portion of the services for which Consultant does not have the facilities to perform so long as Consultant obtains the Department Head's written consent to such subcontracting prior to execution of this Agreement. The Department Head may withhold consent to any proposed subcontract in his or her sole and absolute discretion. Any purported assignment, transfer or subcontract that does not comply with the terms hereof is void.
22. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in Scope of Services prior to delivering them to Agency, and, where appropriate, indicate his or her registration number.
23. Works Made for Hire; Confidentiality. All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement are "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Sections 101 *et seq.*, as amended) for Agency, and Consultant unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. If any of the works made for hire is subject to copyright protection, Agency reserves the right to copyright such works and Consultant agrees not to copyright such works. If any works made for hire are copyrighted, Agency reserves a royalty-free, irrevocable license to reproduce, publish, and

GENERAL CONDITIONS  
(Consulting Services Agreement)

use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so. Unless required by law, Consultant shall not publish, transfer, discuss, or disclose any of the above-described works made for hire, or any financial, statistical, personal, technical, or other data or information relative to Agency's operations, which are designated confidential by Agency and made available to Consultant in order to carry out Consultant's work under this Agreement, or any information gathered, discovered, or generated in any way through this Agreement, without Agency's prior express written consent. Permission to disclose information on one occasion or public hearing does not constitute authorization to further disclose such information on any other occasion.

24. Indemnification. Consistent with California Civil Code section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Agency, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by Agency, Consultant shall defend any such suits at its sole cost and expense. If Agency elects to provide its own defense, Consultant shall reimburse Agency for any expenditures, including reasonable attorneys' fees and costs. Consultant's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of Agency or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, Agency for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This indemnification clause will survive the termination or expiration of this Agreement.
25. Endorsements. Consultant may not, in its capacity as a Consultant with Agency, (a) publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of Agency's governing body, (b) publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of Agency's governing body or (c) participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Consultant is not publicly endorsing a product, as long as Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Agency. Notwithstanding the foregoing, Consultant may express its views on products to other consultants, to Agency's governing body or its officers, or to others who may be authorized by Agency's governing body or by law to receive such views.
26. Project Personnel. In performing the services authorized under this Agreement, Consultant shall use the personnel listed in Appendix B. Consultant may only make changes in project personnel and authorized subconsultants with the Department Head's prior written consent, and Consultant shall notify the Department Head in writing at least thirty (30) days in advance of any proposed change. Any person proposed as a replacement shall possess training, experience, and credentials comparable to those of the person being replaced.
27. Inspection. Authorized representatives of Agency, the State of California and the United States Government may monitor, inspect, review and audit Consultant's performance, place of business and records pertaining to this Agreement. Consultant shall make these items available for inspection upon request.
28. Conflicts of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will employ no person having any such interest. If requested to do so by Agency, Consultant shall complete a "Statement of Economic Interest" form and deliver it to the Department Head and shall require any other person doing work under this Agreement to complete a "Statement of Economic Interest" form and deliver it to the Department Head. Consultant covenants that Consultant, its employees and officials, are not now employed by Agency and have not been so employed by Agency within 12 months immediately preceding this Agreement; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code Section 1090. In addition to any indemnity provided by Consultant in this Agreement, Consultant shall indemnify, defend and hold Agency harmless from any and all claims, investigations, liabilities or damages resulting from or related to any and all alleged conflicts interest.
29. Nonrenewal. Consultant understands and agrees that there is no representation, implication, or understanding that the services provided by Consultant under this Agreement will be purchased by Agency under a new contract following expiration or

GENERAL CONDITIONS  
(Consulting Services Agreement)

termination of this Agreement, and Consultant waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Consultant.

30. Professional Competence; Licensure. Consultant represents and warrants that it is (i) professionally competent and able to provide the professional services described in this Agreement by reason of Consultant's personal knowledge and skill, and (ii) currently licensed by the State of California, and will remain licensed in good standing at all times during the term of this Agreement, as one or more of the following: (a) an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the California Business and Professions Code; (b) a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the California Business and Professions Code; (c) a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the California Business and Professions Code; or (d) a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the California Business and Professions Code.
31. Notices. All notices under this Agreement must be in writing, and, except as otherwise provided in the Scope of Services, sent by personal delivery (including overnight courier service) or by certified United States Mail, postage prepaid, to the parties at the addresses designated above, unless changed by written notice to the other party. Consultant shall address all notices to Agency to the Department Head. The effective date of the notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to Agency is the date of receipt by the Department Head.
32. Amendments. This Agreement may be amended only by written agreement signed by both of the parties.
33. Disputes. Disagreements between Agency and Consultant concerning the meaning, requirements or performance of this Agreement are subject to final written determination of the Department Head or in accordance with the applicable procedures (if any) required by state or federal government.
34. Choice of Law and Personal Jurisdiction. This Agreement is made in Contra Costa County and is governed by, and will be construed in accordance with, the laws of the State of California. The parties, to the fullest extent permitted by law, knowingly, intentionally, and voluntarily, with and upon the advice of competent counsel, submit to personal jurisdiction in the State of California over any suit, action or proceeding arising from or relating to the terms of this Agreement.
35. No Implied Waiver. No waiver of any provision of this Agreement by Agency is valid unless it is in writing and signed by Agency. Waiver by Agency at any time of any breach of this Agreement may not be deemed a waiver of or consent to a subsequent breach of the same or any other provision of this Agreement. If Consultant's action requires the consent or approval of Agency, that consent or approval on one occasion may not be deemed a consent to or approval of that action on any later occasion or a consent to or approval of any other action. Subject to Section 33, Disputes, inspections, approvals or statements by any officer, agent or employee of Agency indicating Consultant's performance or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of Consultant's performance, or payments therefor, or any combination of these acts, does not relieve Consultant of its obligation to fulfill this Agreement as prescribed or prevent Agency from bringing an action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Agreement.
36. Successors and Assigns. Subject to Section 21, Assignment, this Agreement binds Consultant's successors, assigns, heirs, executors and personal representatives.
37. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.
38. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement may 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 Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement.
39. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.

GENERAL CONDITIONS  
(Consulting Services Agreement)

40. Entire Agreement. This Agreement, together with all of the attachments listed in Section 6, Attachments, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement, and supercedes all previous communications, representations, understandings and agreements, whether verbal, written, express or implied, between the parties.
41. Authorization. Consultant, or the representative(s) signing this Agreement on behalf of Consultant, represents and warrants that Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of Consultant and to bind Consultant to its contractual obligations hereunder.

The following provisions apply only to projects using US Department of Transportation funds.

42. Disadvantaged Business Enterprise (DBE) Requirements (Federal aid projects only). Consultant shall comply with all applicable provisions of 49 CFR, Parts 23 and 26, and the Contra Costa County's Disadvantaged Business Enterprise (DBE) Program, which are incorporated into this Agreement by reference. In addition, in performing services under this Agreement, Consultant shall utilize all DBEs listed in Consultant's written response to Agency's request for qualifications or request for proposal and shall pay to the listed DBEs the estimated amounts listed in Appendix B attached to this Agreement. Consultant shall not substitute a listed DBE at any time or decrease the amount to be paid to a listed DBE without the advance, written consent of Agency. If a listed DBE is proposed to be replaced, Consultant shall make a good faith effort to replace the original DBE with another DBE and shall submit to Agency written documentation of such effort.
43. Federal Cost Principles and Procedures (Federal aid projects only). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the cost principles for allowability of individual items of costs set forth in 48 CFR, Chapter 1, Part 31; (b) the administrative procedures set forth in 49 CFR, Part 18; and (c) the administrative procedures for non-profit organizations set forth in OMB Circular A-110, if applicable to Consultant. In the event that payment is made to Consultant for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31, Consultant shall refund the payment to Agency within 30 days of written request from Agency. Should Consultant fail to do so, and should Agency file legal action to recover the refund, Consultant shall reimburse Agency for all attorneys' fees, costs, and other expenses incurred by Agency in connection with such action.
44. Prohibition of Expending Local Agency State or Federal Funds for Lobbying (Federal aid in excess of \$100,000 only). In executing this Agreement, Consultant makes the following certification, which certification is a material representation of fact relied upon by Agency in entering into this Agreement:
- (a) Certification. To the best of Consultant's knowledge and belief:
- (i) No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (ii) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (b) Penalty for Failure to File Disclosure Form. Submission of the disclosure form is a prerequisite for making or entering into this Agreement imposed by Title 31 U.S.C. Section 1352. Any person who fails to file the required disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Applicability to Subconsultants. In executing this Agreement, Consultant also agrees to require that the language of this

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

Section 44 be included in all contracts with subconsultants that exceed \$100,000, and that all such subconsultants shall certify and disclose accordingly.

45. Compliance with American Recovery and Reinvestment Act ("Recovery Act"). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the statutory provisions contained in Chapter 1 of Title 23 of the United States Code; and (b) the reporting requirements, terms and conditions set forth in Sections 1201 and 1512 of the Recovery Act, and as designated by the State of California. Consultant's failure to comply with these provisions will result in retentions from progress payments due and/or other sanctions.

## Special Conditions (Consulting Services Agreement)

Consultant and Agency agree that the following Special Conditions are part of this Agreement.

As used in this Agreement, the terms "Consultant" and "Contractor" both mean Lawrence V. Gossett.

As used in this Agreement, the terms "Agency" and "County" both mean Contra Costa County.

As used in this Agreement, the term "Contract" has the same meaning as "Agreement" (as defined in the first paragraph of this Agreement).

1. No payment will be made prior to Agency's approval of any work, nor will Contractor perform any work prior to Agency's approval of this Contract.
2. California Labor Code Section 1771.1(a) is hereby incorporated into the Agreement as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
3. Section 10(a) Types and Amount of Insurance: of the CSA General Conditions is hereby amended by deleting subsection (iii) thereof in its entirety and replacing it with the following:

"(iii) liability insurance with a minimum coverage limit of \$4,000,000 for claims made in the aggregate annually for all personal injury and property damage, to include liability assumed under this Agreement, the use of any licensed motor vehicle by Consultant or subconsultants, and naming Agency, its governing body, officers and employees as additional insureds, and (iv) automobile insurance with a minimum coverage limit of \$2,000,000 for claims made in the aggregate annually for the use of any licensed motor vehicle by Consultant or subconsultants, and naming Agency, its governing body, officers and employees as additional insureds."
4. Section 10(b) (Certificate of Insurance): of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

"(b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Contra Costa County Public Works Department (Department) certificates of insurance evidencing the coverage required herein. Additionally, no later than five days after Consultant's receipt of (i) a notice of cancellation or a notice of an intention to cancel any of Consultant's insurance coverage required by this Agreement, or (ii) a notice of a material change to Consultant's insurance coverage required by this Agreement, Consultant will provide Agency a copy of such notice of cancellation, or notice of intention to cancel, or notice of material change. Consultant's failure to provide Department the notice as required by the preceding sentence is a default under this Agreement. If Consultant renews any of the insurance policies or acquires any new insurance policies or amends the coverage through an endorsement to any policy at any time during the term of this Agreement, then Consultant shall provide current certificates to Department."

5. Section 11(f) Payment Retention of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

“(f) Payment Retention: Agency will not retain any funds.”

6. Section 23 (Works Made for Hire; Confidentiality) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

"23. Works Made for Hire; Confidentiality. All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement (collectively, the "Work") are not "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Sections 101 et seq., as amended) for Agency. Consultant unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the Work. If any of the Work is subject to copyright protection, Agency reserves the right to copyright such Work and Consultant agrees not to copyright such Work. If any Work is copyrighted, Agency reserves a royalty-free, irrevocable license to reproduce, publish, and use the Work, in whole or in part, without restriction or limitation, and to authorize others to do so. Unless required by law, Consultant shall not publish, transfer, discuss, or disclose any of the above-described Work, or any financial, statistical, personal, technical, or other data or information relative to Agency's operations, which are designated confidential by Agency and made available to Consultant in order to carry out Consultant's work under this Agreement, or any information gathered, discovered, or generated in any way through this Agreement, without Agency's prior express written consent. Permission to disclose information on one occasion or public hearing does not constitute authorization to further disclose such information on any other occasion.”

7. Section 32 (Amendments) of the CSA General Conditions is hereby amended by adding the following language immediately following the end of the section:

"32.1. Administrative Amendments. Attachment 1 to Appendix B (Key Personnel and Rates) of this Agreement and the approved Subcontractors under Section 21 (Assignment) as modified by these Special Conditions may be amended by an administrative amendment to this Agreement executed by Consultant and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Agreement or reduce the services Consultant is obligated to provide pursuant to this Agreement.”

## Appendix A to Consulting Services Agreement Scope of Services (On-Call Land Development Engineering Services)

### 1. OVERVIEW AND GENERAL REQUIREMENTS

A. Agency is involved in the review, design, construction, and maintenance of various public works improvements throughout Contra Costa County. Projects range from roadway widening, construction of new roads, construction of storm drains and storm water treatment facilities, and subdivision developments. In executing these projects, Agency, at times, requires additional temporary services from persons specially trained, experienced, expert and competent to perform professional land development engineering services. For that reason, Agency is entering into this Agreement with Consultant. Under this Agreement, Consultant will provide land development engineering services on an “on call” basis in support of a variety of road, stormwater, and subdivision projects throughout Contra Costa County. Examples of typical Agency projects and typical Consultant services covered by this Agreement are listed in Sections 3 and 4 below.

B. As provided in Section 26 of this Agreement, Project Personnel, subconsultants retained by Consultant must be authorized in advance, in writing, by Agency’s Department Head. Consultant shall direct the tasks and activities of its authorized subconsultants and ensure that the tasks, activities and/or products required by this Agreement are completed in a timely manner and in accordance with the applicable standard of care for the given subconsultant. Notwithstanding the authorization for work to be performed by a particular subconsultant, Consultant is solely responsible for the performance of all services and delivery of all products under this Agreement.

C. Work shown or specified in reports, drawings, and specifications must comply with all requirements of the Contra Costa County Ordinance Code, all applicable State and Federal codes and regulations, and all applicable requirements of the local fire district and utility companies or districts having jurisdiction over the project or area in which the project is located.

### 2. TASK ORDER PROCEDURES

#### A. TASK ORDERS

During the term of this Agreement, when Agency has a need for Consultant to provide professional land development engineering services, Agency will forward a proposed Task Order (in the form of Appendix C attached to this Agreement) to Consultant. Within the timeframe requested by Agency, Consultant will provide Agency with a cost proposal for the services and deliverables specified in the Task Order, including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. Once Agency and Consultant agree to a cost breakdown and commencement date for the services and deliverables identified in the Task Order (with a payment limit for the Task Order that does not cause the total payments under this Agreement to exceed the Payment Limit set forth in Section 4 (Payment Limit) of the Basic Terms of this Agreement, Consultant and Agency (through its Department Head) will execute the final version of the Task Order.

#### B. AUTHORIZED REPRESENTATIVES

During the term of this Agreement, the Department Head, on behalf of Agency, and the individuals listed below, on behalf of Consultant, are authorized to execute Task Orders under this Agreement. Consultant may change the individuals authorized to execute Task Orders upon thirty (30) days advance written notice to Agency.



FOR CONSULTANT: Lawrence V. Gossett (Project Manager)

*Note: A Task Order is of no force or effect until it is signed by the Department Head. Consultant shall not commence work, and no expenditures are authorized, until the Department Head has executed a Task Order for the particular task and products at issue. Notwithstanding anything to the contrary, the Department Head is not authorized to execute a Task Order that causes the total payments under this Agreement to exceed the Payment Limit set forth in Section 4 (Payment Limit) of this Agreement.*

3. TYPICAL AGENCY PROJECTS

During the term of this Agreement, Agency may call upon Consultant to provide services under this Agreement for the types of projects listed below. The actual project on which Consultant will work will be specified in a separate Task Order.

- A. Application Review Process. Review land development applications at the entitlement process stage and attend meeting of hearing bodies.
- B. Processing Review Process. Review land development process applications for conformance with approved conditions of approval, ordinances, policies, and engineering standards.

4. TYPICAL CONSULTANT SERVICES

During the term of this Agreement, Consultant will perform, at Agency's written request, the following types of land development engineering (LDE) services as further specified by Task Order.

- A. Provide LDE services, which include but are not limited to review of improvement plans for projects throughout the County for conformance with standards and County ordinances.
- B. Review hydrology map/calculations, hydraulic calculations, structural calculations, traffic studies, engineer's estimates, etc.
- C. Review and coordination of landscape improvement plans and landscape inspection support services.
- D. Review and coordination of compliance with County's Floodplain Management Ordinance (Chapter 82-28).
- E. Review and coordination of compliance with County's Stormwater Management and Discharge Control Ordinance (Chapter 1014), Provision C.3 of the National Pollutant Discharge Elimination System (NPDES) permits (e.g. review of Storm Water Control Plans and Operation and Maintenance Plans).
- F. Review legal documents and dedications necessary for conformance to Conditions of Approval.
- G. Coordinate with Public Works Department staff in responding to the developer, the developer's engineer, and the public.
- H. Prepare Conditions of Approval which include but are not limited to the following:
  - i. Review applications and prepare 30-day comments, which encompass road, drainage, landscaping, undergrounding, and pollution issues.
  - ii. Prepare staff reports and Conditions of Approval to address/mitigate the impacts of items listed in H (i) above using accepted County conditions or some facsimile of same.
  - iii. Review traffic studies, drainage calculation, noise studies, and other pertinent studies to help in assessing issues and developing conditions of approval.

- I. Review parcel and final map, records of survey, corner records for legal conformance to existing records, closure, conformance to the conditions of approval, and consistency with the subdivision map act.
- J. Prepare materials pertaining to land development projects for consideration by the Contra Costa County Board of Supervisors.
- K. Attend meetings of hearing bodies such as the County Zoning Administration, County Planning Commission and Board of Supervisors.

5. PERFORMANCE STANDARDS

Consultant shall perform civil engineering services in compliance with the latest editions of design standards and engineering practices, including, without limitation, County's Ordinance Code provisions, project conditions of approval, Caltrans Highway Design Manual, County's Floodplain Management Ordinance, County's Stormwater Management and Discharge Control Ordinance, County's Municipal Separate Storm Sewer System permits, Contra Costa County Public Works Department Landscape Design, Construction, and Maintenance Standards and Guidelines, and any additional standards referenced in the Task Order. Cost considerations will not be deemed justification for breach of sound principles of engineering design. Consultant will remain solely responsible for the adequacy, fitness and correctness of work in accordance with sound and accepted engineering principles and practices despite Agency's approval or acceptance of reports, plans, specifications and any other product prepared by Consultant under this Agreement.

6. PAYMENT DEMANDS

Consultant shall submit a written demand or invoice for the services provided under each Task Order either (i) upon completion of the services described in the Task Order if the services take less than one month to complete; or (ii) monthly, if the services under a Task Order take more than one month to complete. In each case, Consultant shall describe the work performed and list the employee classification, hours and rates consistent with the rates shown in Attachment 1 to Appendix B. All payment demands and payments hereunder are subject to Section 11 (Payment) of the General Conditions.

7. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that this Agreement is not exclusive and that Agency may, at any and all times during the term of this Agreement, obtain civil engineering and other types of services from any appropriate source.

8. TIME

Consultant understands and agrees that time is of the essence in this Agreement and that the services will start immediately upon full execution of a Task Order. Consultant shall perform the services authorized under each Task Order expeditiously and with adequate forces and shall complete the services within the time specified in Task Order.

## Appendix B to Consulting Services Agreement Payment Provisions, Project Personnel and Billing Rates

### I. PAYMENT PROVISIONS

A. Payment for services will not exceed the billing rates set forth in this Appendix B and will be based on the actual hours worked (by Consultant and authorized subconsultants) and actual approved Other Direct Costs (described below) subject to the Payment Limit specified in Section 4 of this Agreement, Payment Limit. In addition, payments for services (including payments to Consultant for authorized subconsultants) and Other Direct Costs will not exceed the following amounts for each phase or period indicated below unless approved in advance in writing by the Department Head:

1. Not Applicable: \$ ( % of Payment Limit)
2. Not Applicable: \$ ( % of Payment Limit)
3. Not Applicable: \$ ( % of Payment Limit)
4. Not Applicable: \$ ( % of Payment Limit)

B. Payment to Consultant for subconsultants authorized in advance by Agency in accordance with Section 21 of this Agreement, Assignment, will be the amount equal to Consultant's direct costs, without handling mark ups. Consultant shall submit Subconsultant invoices as part of Consultant's bill for services.

C. Payments for the extra work specified in Section 12 of this Agreement, Extra Work, shall be computed separately and shall not exceed any limits specified in Agency's written amendment describing the extra work and payment terms for the extra work.

D. Subject to the Payment Limit in Section 4 of this Agreement, Payment Limit, Agency will reimburse the actual cost (without mark up) of documented expenditures by Consultant and its employees and authorized subconsultants for the Other Direct Costs listed below to the extent such Other Direct Costs were incurred to perform the services described in this Agreement:

See Attachment 1 to Appendix B for allowable Other Direct Costs.

E. All other expenses (*i.e.*, those not listed under Paragraph D above) are not reimbursable and are deemed covered by the hourly billing rates set forth in Section II of this Appendix B. When any of the items listed under Paragraph D above are provided for Consultant's own use and not at Agency's request, expenses therefor are not reimbursable and are deemed covered by the hourly billing rates set forth in Section II of this Appendix B. Agency will not pay for Consultant's and its subconsultants' time and expenses for transportation between Consultant's and its subconsultants' various offices. Costs for such transportation are deemed covered by the hourly billing rates set forth in Section II of this Appendix B.

- F. Notwithstanding anything to the contrary in Section 11 of this Agreement, Payment, these Payment Provisions, including billing rates, are subject to a post award audit by the state and/or federal government. After any post award audit cost adjustments are ordered by the state and/or federal government, these Payment Provisions and the billing rates shall be adjusted by Consultant and approved by Agency's Department Head to conform to the audit cost adjustments. Consultant agrees that the individual items of cost identified in the audit report may be incorporated into the Agreement at Agency's sole discretion. Refusal by Consultant to incorporate the post award audit cost adjustments will be considered a breach of the Agreement terms and cause for termination of the Agreement by Agency. Consultant agrees that all invoices after the post award audit will be based on the adjusted Payment Provisions. Any invoices paid prior to the post award audit will be recalculated by Agency in accordance with the post award audit. Any difference in moneys due Consultant as a result of the post award audit cost adjustments will be added to, or deducted from, moneys due the Consultant on subsequent invoices.

## II. PROJECT PERSONNEL AND BILLING RATES

In accordance with Section 26 of this Agreement, Project Personnel, Consultant's personnel assigned to this project and their roles and billing rates are as follows:

See Attachment 1 to Appendix B for Key Personnel and Rates.

- A. The County Project Manager is Jocelyn A. Bolibol LaRocque.  
The Consultant Project Manager is Lawrence V. Gossett.

**Attachment 1 to Appendix B**

A. Key Personnel and Rates

1. Gossett Civil Engineering

| Title/Classification       | Hourly Rate |
|----------------------------|-------------|
| Principal Engineer         | \$140.00    |
| Civil Engineer             | n/a         |
| Technical Support Services | n/a         |
| Word Processing            | n/a         |

B. Reimbursables

- Mileage: At current IRS rate
- Parking/Tolls: Included in Hourly Rate
- Travel/Hotel/Food: Included in Hourly Rate
- Photocopies/Printing: Included in Hourly Rate
- Postage/Express Mail: Included in Hourly Rate

## Appendix C Task Order Form

Pursuant to Section 2 (Task Order Procedure) of the Appendix A (Scope of Services), to that certain agreement entered into as of December 1, 2017 between the Contra Costa Public Works and Consultant, and subject to all of the terms and conditions of the Contract, County and Consultant agree as follows:

TASK ORDER NUMBER:

PROJECT NAME, NUMBER LOCATION:

CONTRACTOR'S NAME:

TASK/DELIVERABLES DESCRIPTION:

DETAILED SCOPE OF SERVICES:

COMMENCEMENT DATE FOR SERVICES:

SCHEDULE FOR SERVICES AND DELIVERABLES:

DEADLINE FOR COMPLETION OF TASK SERVICES AND DELIVERABLES:

PAYMENT LIMIT: \$

|   |   |
|---|---|
| <p><b>DISTRICT</b></p> <p>By _____<br/>Authorized Representative</p> <p>Date: _____</p> | <p><b>CONTRACTOR</b></p> <p>By _____<br/>Authorized Representative</p> <p>Date: _____</p> |
|---|---|



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Execute a contract amendment with Fehr & Peers to extend the term, Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Fehr & Peers, to extend the term from April 17, 2020 to April 17, 2021, with no change to the original payment limit of \$250,000 for continued countywide street lighting and on-call municipal engineering services, Countywide.

**FISCAL IMPACT:**

100% County Service Area Funds.

**BACKGROUND:**

The Public Works Department is involved in various projects in the County which require street lighting and municipal engineering services. After a solicitation process, Fehr & Peers was selected as the firm to provide these services on an "on-call" basis. On April 18, 2017 the Board approved a 3-year contract with Fehr & Peers to provide these services. Public Works Department requests the Board to approve an amendment to extend the original contract date for one year. This extension would allow to complete tasks already in progress. Fehr & Peers will assist Public Works staff as needed and will be used when in-house expertise is not available.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Carl Roner -  
(925)313-2213

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

By: , Deputy

cc: Carl Roner- Special Districts, Rochelle Johnson - Special Districts, Scott Anderson - Special Districts, Jessi Duffy- Special Districts

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, there will be possible delays in completing projects requiring street lighting and municipal engineering services.

ATTACHMENTS

04-18-2017 Fehr & Peers Amendment No. 1 to Consulting Services Agreement



**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT**

*(To be used only for Architectural, Engineering or Land Surveying Services.)*

1. Identification of Agreement to be Amended.
  - (a) Effective Date of Agreement: 4/18/2017
  - (b) Agency: Contra Costa County Public Works
  - (c) Subject: Countywide Street Lighting On-Call Municipal Engineering Consulting Services
  
2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:
  - (a) Consultant's Name & Address: Fehr & Peers  
100 Pringle Avenue, Suite 600  
Walnut Creek, CA 94596
  
  - (b) Type of Business Entity: Corporation  
  
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)  
  
If corporation, identify state of incorporation: California
  
3. Project Name, Number, & Location. Countywide Street Lighting On-Call Municipal Engineering Consulting Services, Various, Contra Costa County
  
4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is 4/17/2020.
  
5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.
  
6. Signatures. The signatures set forth below attest the parties' agreement hereto:

**CONSULTANT**

| <b><u>SIGNATURE A</u></b>  | <b><u>SIGNATURE B</u></b>  |
|--|--|
| Consultant's Name:<br><br>Fehr & Peers, a California Corporation<br><br>By _____<br><br>(Signature of individual or officer)<br><br>_____<br><br>(Print name and title, if applicable) | By _____<br><br>(Signature of individual or officer)<br><br>_____<br><br>(Print name and title, if applicable) |

**Note to Consultant:** If Consultant is a corporation, the Amendment to Consulting Services Agreement must be signed by two officers. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

**ACKNOWLEDGMENT**

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ (insert name(s) and title(s) of the officer(s) signing on behalf of Consultant), 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

(Notary's Seal)

**AGENCY**

(a) **If Amendment is approved by Agency's governing body (required if total Payment Limit of original Agreement and Amendment exceeds \$100,000, or if original Agreement was approved by Agency's governing body):**

|   |   |
|---|---|
| AGENCY,<br><br>By _____<br>Board Chair/Designee | ATTEST: Clerk of the Board of Supervisors<br><br>By _____<br>Deputy |
|---|---|

(b) **If Amendment is approved by County Purchasing Agent:**

|  |
|--|
| AGENCY,<br><br>By _____<br>County Purchasing Agent or Designee |
|--|

**APPROVALS**

RECOMMENDED BY DEPARTMENT

By \_\_\_\_\_  
Designee

FORM APPROVED BY COUNTY COUNSEL

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

APPROVED: COUNTY ADMINISTRATOR

By \_\_\_\_\_  
Designee

**AMENDMENT SPECIFICATIONS**

Due to Agency's continued need for Consultant's services, for good and valuable consideration, Agency and Consultant hereby amend the Agreement as follows:

1. The address set forth in Section 1(b) (Consultant's Name & Address) of the Agreement is hereby deleted in its entirety and replaced with the following:

“100 Pringle Avenue, Suite 600  
Walnut Creek, CA 94596”

2. Section 3 (Term) of the Agreement is hereby amended by deleting "April 17, 2020" therefrom and replacing it with "April 17, 2021."

All other terms and conditions referenced in the original Agreement entered into on April 18, 2017, between Agency and Consultant, not modified by this Amendment No. 1, shall remain in full force and effect.

DRAFT

## CONSULTING SERVICES AGREEMENT

*(To be used only for Architectural, Engineering or Land Surveying Services.)*

This consulting services agreement ("Agreement") is dated April 18, 2017, and is between the agency and the consultant identified below. The parties agree to each of the terms set forth below (the "Basic Terms") and to each of the terms set forth in the Attachments (as defined below).

1. Parties.

(a) Agency: (check one)

- Contra Costa County for its Department named below
- Contra Costa County Flood Control and Water Conservation District
- Contra Costa County Fire Protection District
- Housing Authority of the County of Contra Costa
- Contra Costa County Redevelopment Agency

(i) Department (if applicable): Public Works

(ii) Department Head means the individual named below or his or her designee (*check one*):

- Director of General Services
- Public Works Director/Chief Engineer
- Fire Chief
- Housing Authority Executive Director
- Director of Department of Conservation and Development

(iii) Agency Mailing Address: Contra Costa County Public Works  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Jessi Duffy

(b) Consultant's Name & Address: Fehr & Peers  
1330 Broadway, Suite 833  
Oakland, CA 94612  
Attn: Josh Peterman

(i) Type of Business Entity: Corporation  
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, add State of incorporation: California

(ii) Federal Taxpayer I.D. or SSN: 68-0065540

(iii) License Number: C49620

2. Project Name, Number, & Location: Countywide Street Lighting On-call Municipal Engineering Consulting Services, Various, Contra Costa County

3. Term. The effective date of this Agreement is April 18, 2017. It terminates on April 17, 2020 unless sooner terminated as provided herein.

- 4. Payment Limit. Payments under this Agreement cannot exceed: \$250,000.
- 5. Legal Authority. This Agreement is entered into under and subject to Government Code Section 4525 or Section 31000, or:

- Health and Safety Code Section 13861 (*Fire Protection District*)
- Health and Safety Code Section 34314 (*Housing Authority*)
- Health and Safety Code Section 33125 (*Redevelopment Agency*)
- Other (*Specify*)

- 6. Attachments. The following documents are attached to this Agreement (the "Attachments") and are incorporated herein by reference. This Agreement includes the Basic Terms, the signature pages, and all of the Attachments.

- General Conditions (*always attached*)
- Special Conditions (*optional*)
- Appendix A: Scope of Services (*always attached*)
- Appendix B: Payment Provisions, Project Personnel and Billing Rates (*always attached*)

- 7. Signatures. The signatures set forth below attest the parties' agreement hereto:

**CONSULTANT**

**SIGNATURE A**

Consultant's Name:  
Fehr & Peers,  
a California Corporation

**SIGNATURE B**

By \_\_\_\_\_  
(Signature of individual or officer)  
  
(Print name and title, if applicable)

By \_\_\_\_\_  
(Signature of individual or officer)  
  
(Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

**ACKNOWLEDGMENT**

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ (insert name(s) and title(s) of the officer(s) signing on behalf of the Consultant), 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

(Notary's Seal)

Signatures. The signatures set forth below attest the parties' agreement hereto:

**CONSULTANT SIGNATURES**

**SIGNATURE A**

Consultant's Name: Fehr & Peers

By [Signature]  
(Signature of individual or officer)

Matthew Henry, President  
(Print name and title, if applicable)

**SIGNATURE B**

Consultant's Name: Fehr & Peers

By [Signature]  
(Signature of individual or officer)

Marion Donnelly, CFO  
(Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporation Code Section 313.) The acknowledgment below must be signed by a Notary Public.

**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 May 1, 2017 (Date),  
before me, Lisa Curl, Notary Public (Name and Title of Officer),

personally appeared, Matthew Henry & Marion Donnelly,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]  
Signature of Notary Public



Place Notary Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)



AGENCY

(a) If Agreement is approved by Agency governing body (required if Payment Limit exceeds \$100,000):

AGENCY,

By   
Board Chair/Designee

ATTEST: Clerk of the Board of Supervisors

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

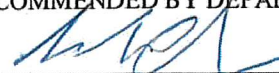
(b) If Agreement is approved by County Purchasing Agent:

AGENCY,

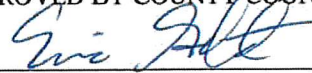
By \_\_\_\_\_  
County Purchasing Agent or Designee

COUNTY APPROVALS

RECOMMENDED BY DEPARTMENT

By   
Designee

FORM APPROVED BY COUNTY COUNSEL

By   
Deputy County Counsel  
Eric Gelsman

APPROVED: COUNTY ADMINISTRATOR

By   
Designee

## **Special Conditions (Consulting Services Agreement)**

Consultant and Agency agree that the following Special Conditions are part of this Agreement.

As used in this Agreement, the terms "Consultant" and "Contractor" both mean Fehr & Peers.

As used in this Agreement, the terms "Agency", "Local Agency", and "County" all mean Contra Costa County.

As used in this Agreement, the term "Contract" has the same meaning as "Agreement" (as defined in the first paragraph of this Agreement).

1. No payment will be made prior to Agency's approval of any work, nor will Contractor perform any work prior to Agency's approval of this Contract.
2. California Labor Code Section 1771.1(a) is hereby incorporated into the Agreement as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
3. Section 10(a) (Types and Amount of Insurance) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

“(a) Types and Amount of Insurance: Consultant, at no cost to Agency, shall obtain and maintain during the term hereof: (i) Workers’ Compensation Insurance pursuant to state law, including, without limitation, California Labor Code section 3700; (ii) Professional Liability Insurance with a minimum coverage limit of \$1,000,000 for claims made in the aggregate annually and a maximum self-insured retention or self-insured retained limit of liability of \$100,000, for all damages or losses because of errors, omissions or malpractice arising out of the provision of professional services by Consultant and under this Agreement; and (iii) commercial general liability occurrence-based insurance with a minimum coverage limit of \$5,000,000 in the aggregate annually for all personal injury and property damage, to include liability assumed under this Agreement, the use of any licensed motor vehicle by Consultant, and naming Agency, its governing body, officers and employees as additional insureds. The policies will constitute primary insurance as to Agency and its governing body, officers and employees such that other insurance policies held by them or their self-insurance program(s) are not required to contribute to any loss covered under Consultant’s insurance policy or policies.”

4. Section 10(b) (Certificate of Insurance): of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

“(b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Contra Costa County Public Works Department (Department) certificates of insurance evidencing the coverage required herein. Additionally, no later than five days after Consultant’s receipt of (i) a notice of cancellation or a notice of an intention to cancel any of Consultant’s insurance coverage required by this Agreement, or (ii) a notice of a material change to Consultant’s insurance coverage required by this Agreement, Consultant will provide Department a copy of such notice of cancellation, or notice of intention to cancel, or notice of material change. Consultant’s failure to provide Department the notice as required by the preceding sentence is a default

under this Agreement. If Consultant renews any of the insurance policies or acquires any new insurance policies or amends the coverage through an endorsement to any policy at any time during the term of this Agreement, then Consultant shall provide current certificates to Department.”

5. Section 11(f) Payment Retention of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

“(f) Payment Retention: Agency will not retain any funds.”

6. Subcontractors. Notwithstanding the provisions of Section 21 Assignment of the General Conditions, County hereby consents to Contractor subcontracting with its subcontractors: (i) Hammett & Edison, Inc., and (ii) LCC Engineering & Surveying, Inc. (each a “Subcontractor”); provided that no Subcontractor contract will include payment provisions greater than the amounts such Subcontractor is to be paid according to Attachment 1 to Appendix B of this Contract.

7. Section 32 (Amendments) of the CSA General Conditions is hereby amended by adding a new Section 32.1 (Administrative Amendments) immediately following Section 32 (Amendments) as follows:

"32.1. Administrative Amendments. Attachment 1 to Appendix B (Payment Provisions) of this Agreement, and the approved Subcontractors under Section 21 (Assignment) as modified by these Special Conditions, may be amended by an administrative amendment to this Agreement executed by Consultant and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Agreement or reduce the services Consultant is obligated to provide pursuant to this Agreement.”

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

8. Employment/Scope of Service. Agency hereby employs Consultant, and Consultant accepts such employment, to perform the professional services as described in Appendix A (Scope of Services), upon the terms and in consideration of the payments stated herein.
9. Report Disclosure Section. Pursuant to Government Code Section 7550, Consultant shall include in all documents or written reports completed and submitted to Agency in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section only applies if the Payment Limit of this Agreement exceeds \$5,000. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.
10. Insurance. Consultant may not commence work under this Agreement until it has furnished evidence of the insurance required herein to the Department Head, and the Department Head has approved it, and may not continue to perform any work under this Agreement if the insurance required herein is no longer in effect.
  - (a) Types and Amount of Insurance: Consultant, at no cost to Agency, shall obtain and maintain during the term hereof: (i) Workers' Compensation Insurance pursuant to state law, including, without limitation, California Labor Code section 3700; (ii) Professional Liability Insurance with a minimum coverage limit of \$1,000,000 for claims made in the aggregate annually and a maximum self-insured retention or self-insured retained limit of liability of \$25,000, for all damages or losses because of errors, omissions or malpractice arising out of the provision of professional services by Consultant and Consultant's subconsultants under this Agreement; and (iii) liability insurance with a minimum coverage limit of \$5,000,000 for claims made in the aggregate annually for all personal injury and property damage, to include liability assumed under this Agreement, the use of any licensed motor vehicle by Consultant or subconsultants, and naming Agency, its governing body, officers and employees as additional insureds. The policies will constitute primary insurance as to Agency and its governing body, officers and employees such that other insurance policies held by them or their self-insurance program(s) are not required to contribute to any loss covered under Consultant's insurance policy or policies.
  - (b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Department Head certificates of insurance evidencing the coverage required herein and requiring 30 days' written notice to Agency of policy lapse, cancellation or material change in coverage. If Consultant renews the insurance policy(ies) or acquires a new insurance policy(ies) or amends the coverage through an endorsement to the policy(ies) at any time during the term of this Agreement, then Consultant shall provide current certificate(s) to the Department Head.
  - (c) Warranty: Consultant represents and warrants that, as of the effective date of this Agreement, Consultant is not aware of any situation that has occurred that could reduce the limits of liability set forth above for claims made under this Agreement.
  - (d) Labor Code Section 1861 Certification: In executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. Payment. Agency shall pay Consultant for professional services performed as described in Appendix A at the rates shown in Appendix B, which include all overhead and incidental expenses, for which no additional compensation will be allowed. Notwithstanding the foregoing, Agency shall reimburse those incidental expenses specifically itemized in Appendix B, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to the Department Head. In no event may the total amount paid to Consultant exceed the Payment Limit specified in Section 4, Payment Limit, without Agency's prior written approval.
  - (a) Billing Statements: Consultant shall submit billing statements in the manner and form prescribed by the Department Head detailing the work performed and listing, for each item of services, the employee categories, hours and rates. Except as otherwise provided in the Scope of Services, Consultant shall submit the billing statements no later than 30 days from the end of the month in which the services described in the billing statement were actually rendered. Except as provided in subsections (b) – (d) below, Agency will endeavor to pay Consultant within 30 days after receipt of each statement.

GENERAL CONDITIONS  
(Consulting Services Agreement)

- (b) Documentation: Consultant shall furnish progress reports with each billing statement at no additional charge. Consultant shall include sufficient detail in each progress report, and shall furnish to the Department Head whatever additional information is necessary, to enable the Department Head to determine whether Consultant is performing all tasks described in the Scope of Services pursuant to the schedule set forth in the Scope of Services.
- (c) Penalty for Late Submission: If Agency is unable to obtain reimbursement from the state or federal government as a result of Consultant's failure to submit to Agency a timely billing statement as set forth above, Agency will not be obligated to pay Consultant for the services included in the late billing statement.
- (d) Right to Withhold: Agency may withhold payment to Consultant following written notice to Consultant that: (i) Consultant has failed to fully perform its obligations under this Agreement (including, without limitation, any failure to submit required deliverable items according to the schedule set forth in the Scope of Services); (ii) Consultant has neglected, failed, or refused to furnish information or cooperate with any inspection, review, or audit of its work or records; or (iii) Consultant has failed to sufficiently itemize or document its billing statement.
- (e) Audit Exceptions: Consultant accepts responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Agreement. Within 30 days of demand, Consultant shall pay Agency the full amount of Agency's obligation to the state and/or federal government resulting from any audit exceptions that are attributable to Consultant's failure to properly perform any of its obligations under this Agreement.
- (f) Payment Retention: Agency may retain 10% of each billing statement as security for the fulfillment of this Agreement. After Consultant has completed all services as required under this Agreement, submitted final billing, and if the Department Head has determined that the services have been completed in accordance with this Agreement, Agency will release all withheld funds.
- (g) Penalties for False Claims: Any person who commits any of the following acts shall be liable to Agency for three times the amount of damages which Agency sustains because of the act of that person. A person who commits any of the following acts shall also be liable to Agency for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to Agency for a civil penalty of not less than \$5,000 and not more than \$10,000 for each false claim: (a) Knowingly presents or causes to be presented to an officer or employee of Agency a false claim for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by Agency. (c) Conspires to defraud Agency by getting a false claim allowed or paid by Agency. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to Agency. (e) Is a beneficiary of an inadvertent submission of a false claim to Agency, subsequently discovers the falsity of the claim, and fails to disclose the false claim to Agency within a reasonable time after discovery of the false claim. Liability under this section shall be joint and several for any act committed by two or more persons.
12. Extra Work. Any work or services in addition to the work or services described in the Scope of Services that Agency deems necessary to properly complete the work or services described in Scope of Services shall be performed by Consultant at the direction of Agency according to the rates or charges listed in Appendix B. In the event that no rate or charge is listed for a particular type of extra work, Consultant will be paid for the extra work at a rate to be mutually agreed on prior to the commencement of the extra work. In no event will Consultant be entitled to compensation for extra work unless, prior to commencement of the extra work, Agency has executed a written amendment describing the extra work and payment terms in accordance with Section 32, Amendments.
13. Time for Completion. Consultant shall complete all services covered by this Agreement no later than the end of the term as set forth above. Notwithstanding the foregoing, to the extent the Scope of Services provides for the phasing of services, Consultant shall complete all services for each phase of the project by the deadlines stated in the Scope of Services.
14. Termination by Agency. At its option, Agency may terminate this Agreement at any time by written notice to Consultant, whether or not Consultant is then in default. Upon such termination, Consultant shall, without delay, deliver to Agency all materials and records prepared or obtained in the performance of this Agreement, and Agency shall pay Consultant, without duplication, all amounts due for the services rendered up to the date of termination.

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

15. Abandonment by Consultant. If Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall deliver to Agency, without delay, all materials and records prepared or obtained in the performance of this Agreement. Agency shall pay Consultant the amount it determines to be the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which Agency incurs as a result of such cessation or abandonment.
16. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Agency. Consultant shall retain, and make available to Agency in accordance with Section 17, Record Retention and Auditing, all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement.
17. Record Retention and Auditing. Except for materials and records delivered to Agency, Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five years after Consultant's receipt of the final payment under this Agreement. Upon request by Agency, Consultant shall promptly make such materials and records available to Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by the Department Head, at no additional charge and without restriction or limitation on their use.
18. Independent Contractor Status. The parties intend that Consultant, in performing the services specified herein, is acting as an independent contractor and that Consultant will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association. Additionally, Consultant is not entitled to participate in any pension plan, workers' compensation plan, health plan, insurance, bonus or similar benefits Agency provides to its employees. In the event that Agency exercises its right to terminate the Agreement, Consultant expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances or laws applicable to employees.
19. Breach. If Consultant fails to perform any of the services described in this Agreement in the manner and timeframe set forth in the Scope of Services or otherwise breaches this Agreement, Agency may pursue all remedies provided by law or equity. Disputes relating to the performance of this Agreement are not subject to non-judicial arbitration.
20. Compliance with Laws. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state, or local in origin, including, but not limited to, licensing and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination and prevailing wage rates and their payment in accordance with California Labor Code Section 1775. If any federal or state regulations or laws touching upon the subject of this Agreement are adopted or revised during the term hereof, this Agreement will be deemed amended and Consultant will comply with such federal or state requirements.
21. Assignment. Consultant may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by operation of law or otherwise; provided, however, Consultant may, subject to any required state or federal approval, enter into subcontracts for the portion of the services for which Consultant does not have the facilities to perform so long as Consultant obtains the Department Head's written consent to such subcontracting prior to execution of this Agreement. The Department Head may withhold consent to any proposed subcontract in his or her sole and absolute discretion. Any purported assignment, transfer or subcontract that does not comply with the terms hereof is void.
22. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in Scope of Services prior to delivering them to Agency, and, where appropriate, indicate his or her registration number.
23. Works Made for Hire; Confidentiality. All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement are "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Sections 101 *et seq.*, as amended) for Agency, and Consultant unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. If any of the works made for hire is subject to copyright protection, Agency reserves the right to copyright such works and Consultant agrees not to copyright such works. If any works made for hire are copyrighted, Agency reserves a royalty-free, irrevocable license to reproduce, publish, and

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so. Unless required by law, Consultant shall not publish, transfer, discuss, or disclose any of the above-described works made for hire, or any financial, statistical, personal, technical, or other data or information relative to Agency's operations, which are designated confidential by Agency and made available to Consultant in order to carry out Consultant's work under this Agreement, or any information gathered, discovered, or generated in any way through this Agreement, without Agency's prior express written consent. Permission to disclose information on one occasion or public hearing does not constitute authorization to further disclose such information on any other occasion.

24. **Indemnification.** Consistent with California Civil Code section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Agency, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by Agency, Consultant shall defend any such suits at its sole cost and expense. If Agency elects to provide its own defense, Consultant shall reimburse Agency for any expenditures, including reasonable attorneys' fees and costs. Consultant's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of Agency or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, Agency for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This indemnification clause will survive the termination or expiration of this Agreement.
25. **Endorsements.** Consultant may not, in its capacity as a Consultant with Agency, (a) publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of Agency's governing body, (b) publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of Agency's governing body or (c) participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Consultant is not publicly endorsing a product, as long as Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Agency. Notwithstanding the foregoing, Consultant may express its views on products to other consultants, to Agency's governing body or its officers, or to others who may be authorized by Agency's governing body or by law to receive such views.
26. **Project Personnel.** In performing the services authorized under this Agreement, Consultant shall use the personnel listed in Appendix B. Consultant may only make changes in project personnel and authorized subconsultants with the Department Head's prior written consent, and Consultant shall notify the Department Head in writing at least thirty (30) days in advance of any proposed change. Any person proposed as a replacement shall possess training, experience, and credentials comparable to those of the person being replaced.
27. **Inspection.** Authorized representatives of Agency, the State of California and the United States Government may monitor, inspect, review and audit Consultant's performance, place of business and records pertaining to this Agreement. Consultant shall make these items available for inspection upon request.
28. **Conflicts of Interest.** Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will employ no person having any such interest. If requested to do so by Agency, Consultant shall complete a "Statement of Economic Interest" form and deliver it to the Department Head and shall require any other person doing work under this Agreement to complete a "Statement of Economic Interest" form and deliver it to the Department Head. Consultant covenants that Consultant, its employees and officials, are not now employed by Agency and have not been so employed by Agency within 12 months immediately preceding this Agreement; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code Section 1090. In addition to any indemnity provided by Consultant in this Agreement, Consultant shall indemnify, defend and hold Agency harmless from any and all claims, investigations, liabilities or damages resulting from or related to any and all alleged conflicts interest.
29. **Nonrenewal.** Consultant understands and agrees that there is no representation, implication, or understanding that the services provided by Consultant under this Agreement will be purchased by Agency under a new contract following expiration or

GENERAL CONDITIONS  
(Consulting Services Agreement)

termination of this Agreement, and Consultant waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Consultant.

30. Professional Competence; Licensure. Consultant represents and warrants that it is (i) professionally competent and able to provide the professional services described in this Agreement by reason of Consultant's personal knowledge and skill, and (ii) currently licensed by the State of California, and will remain licensed in good standing at all times during the term of this Agreement, as one or more of the following: (a) an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the California Business and Professions Code; (b) a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the California Business and Professions Code; (c) a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the California Business and Professions Code; or (d) a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the California Business and Professions Code.
31. Notices. All notices under this Agreement must be in writing, and, except as otherwise provided in the Scope of Services, sent by personal delivery (including overnight courier service) or by certified United States Mail, postage prepaid, to the parties at the addresses designated above, unless changed by written notice to the other party. Consultant shall address all notices to Agency to the Department Head. The effective date of the notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to Agency is the date of receipt by the Department Head.
32. Amendments. This Agreement may be amended only by written agreement signed by both of the parties.
33. Disputes. Disagreements between Agency and Consultant concerning the meaning, requirements or performance of this Agreement are subject to final written determination of the Department Head or in accordance with the applicable procedures (if any) required by state or federal government.
34. Choice of Law and Personal Jurisdiction. This Agreement is made in Contra Costa County and is governed by, and will be construed in accordance with, the laws of the State of California. The parties, to the fullest extent permitted by law, knowingly, intentionally, and voluntarily, with and upon the advice of competent counsel, submit to personal jurisdiction in the State of California over any suit, action or proceeding arising from or relating to the terms of this Agreement.
35. No Implied Waiver. No waiver of any provision of this Agreement by Agency is valid unless it is in writing and signed by Agency. Waiver by Agency at any time of any breach of this Agreement may not be deemed a waiver of or consent to a subsequent breach of the same or any other provision of this Agreement. If Consultant's action requires the consent or approval of Agency, that consent or approval on one occasion may not be deemed a consent to or approval of that action on any later occasion or a consent to or approval of any other action. Subject to Section 33, Disputes, inspections, approvals or statements by any officer, agent or employee of Agency indicating Consultant's performance or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of Consultant's performance, or payments therefor, or any combination of these acts, does not relieve Consultant of its obligation to fulfill this Agreement as prescribed or prevent Agency from bringing an action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Agreement.
36. Successors and Assigns. Subject to Section 21, Assignment, this Agreement binds Consultant's successors, assigns, heirs, executors and personal representatives.
37. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.
38. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement may 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 Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement.
39. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.



**GENERAL CONDITIONS**  
(Consulting Services Agreement)

40. Entire Agreement. This Agreement, together with all of the attachments listed in Section 6, Attachments, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement, and supercedes all previous communications, representations, understandings and agreements, whether verbal, written, express or implied, between the parties.
41. Authorization. Consultant, or the representative(s) signing this Agreement on behalf of Consultant, represents and warrants that Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of Consultant and to bind Consultant to its contractual obligations hereunder.

**The following provisions apply only to projects using US Department of Transportation funds.**

42. Disadvantaged Business Enterprise (DBE) Requirements (Federal aid projects only). Consultant shall comply with all applicable provisions of 49 CFR, Parts 23 and 26, and the Contra Costa County's Disadvantaged Business Enterprise (DBE) Program, which are incorporated into this Agreement by reference. In addition, in performing services under this Agreement, Consultant shall utilize all DBEs listed in Consultant's written response to Agency's request for qualifications or request for proposal and shall pay to the listed DBEs the estimated amounts listed in Appendix B attached to this Agreement. Consultant shall not substitute a listed DBE at any time or decrease the amount to be paid to a listed DBE without the advance, written consent of Agency. If a listed DBE is proposed to be replaced, Consultant shall make a good faith effort to replace the original DBE with another DBE and shall submit to Agency written documentation of such effort.
43. Federal Cost Principles and Procedures (Federal aid projects only). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the cost principles for allowability of individual items of costs set forth in 48 CFR, Chapter 1, Part 31; (b) the administrative procedures set forth in 49 CFR, Part 18; and (c) the administrative procedures for non-profit organizations set forth in OMB Circular A-110, if applicable to Consultant. In the event that payment is made to Consultant for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31, Consultant shall refund the payment to Agency within 30 days of written request from Agency. Should Consultant fail to do so, and should Agency file legal action to recover the refund, Consultant shall reimburse Agency for all attorneys' fees, costs, and other expenses incurred by Agency in connection with such action.
44. Prohibition of Expending Local Agency State or Federal Funds for Lobbying (Federal aid in excess of \$100,000 only). In executing this Agreement, Consultant makes the following certification, which certification is a material representation of fact relied upon by Agency in entering into this Agreement:
- (a) Certification. To the best of Consultant's knowledge and belief:
- (i) No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (ii) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (b) Penalty for Failure to File Disclosure Form. Submission of the disclosure form is a prerequisite for making or entering into this Agreement imposed by Title 31 U.S.C. Section 1352. Any person who fails to file the required disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Applicability to Subconsultants. In executing this Agreement, Consultant also agrees to require that the language of this

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

Section 44 be included in all contracts with subconsultants that exceed \$100,000, and that all such subconsultants shall certify and disclose accordingly.

45. Compliance with American Recovery and Reinvestment Act ("Recovery Act"). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the statutory provisions contained in Chapter 1 of Title 23 of the United States Code; and (b) the reporting requirements, terms and conditions set forth in Sections 1201 and 1512 of the Recovery Act, and as designated by the State of California. Consultant's failure to comply with these provisions will result in retentions from progress payments due and/or other sanctions.

## Appendix A to Consulting Services Agreement Scope of Services (On Call Design Professional Services)

### 1. OVERVIEW AND GENERAL REQUIREMENTS

A. Agency is involved in the review, design, construction, and maintenance of various public works of improvement throughout Contra Costa County. Projects range from simple maintenance-related projects, such as slurry sealing existing road pavements, to more complex capital road, airport, and flood control channel improvement projects. In executing these projects, Agency, at times, requires additional temporary services from persons specially trained, experienced, expert and competent to perform design professional services, including engineering, architectural, landscape architectural, and land surveying services. For that reason, Agency is entering into this Agreement with Consultant. Under this Agreement, Consultant will provide design professional services on an "on call" basis in support of a variety of road, airport and flood control projects throughout Contra Costa County. Examples of typical Agency projects and typical Consultant services covered by this Agreement are listed in Paragraphs 3 and 4 below.

B. As provided in Section 26 of this Agreement, Project Personnel, subconsultants retained by Consultant must be authorized in advance, in writing, by Agency's Department Head. Consultant shall direct the tasks and activities of its authorized subconsultants and ensure that the tasks, activities and/or products required by this Agreement are completed in a timely manner and in accordance with the applicable standard of care for the given subconsultant. Notwithstanding the authorization for work to be performed by a particular subconsultant, Consultant is solely responsible for the performance of all services and delivery of all products under this Agreement.

C. Work shown or specified in reports, drawings, and specifications must comply with all requirements of the Contra Costa County Ordinance Code, all applicable State and Federal codes and regulations, and all applicable requirements of the local fire district and utility companies or districts having jurisdiction over the project or area in which the project is located.

### 2. TASK ORDER PROCEDURES

#### A. TASK ORDERS

During the term of this Agreement, when Agency has a need for Consultant to provide design professional services, Agency will forward a proposed Task Order to Consultant. Within the timeframe requested by Agency, Consultant will provide Agency with a cost proposal for the services and deliverables specified in the Task Order, including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. Once Agency and Consultant agree to a cost breakdown and commencement date for the services and deliverables identified in the Task Order (with a payment limit for the Task Order that does not cause the total payments under this Agreement to exceed the Payment Limit set forth in Section 4 of this Agreement, Payment Limit), Consultant and Agency (through its Department Head) will execute the final version of the Task Order.

B. AUTHORIZED REPRESENTATIVES

During the term of this Agreement, the Department Head, on behalf of Agency, and the individuals listed below, on behalf of Consultant, are authorized to execute Task Orders under this Agreement. Consultant may change the individuals authorized to execute Task Orders upon thirty (30) days advance written notice to Agency.

FOR CONSULTANT: Rob Rees

Josh Peterman

*Note: A Task Order is of no force or effect until it is signed by the Department Head. Consultant shall not commence work, and no expenditures are authorized, until the Department Head has executed a Task Order for the particular task and products at issue. Notwithstanding anything to the contrary, the Department Head is not authorized to execute a Task Order that causes the total payments under this Agreement to exceed the Payment Limit set forth in Section 4. Payment Limit of this Agreement.*

3. TYPICAL AGENCY PROJECTS

During the term of this Agreement, Agency may call upon Consultant to provide services under this Agreement for the types of projects listed below. The actual project on which Consultant will work will be specified in a separate Task Order.

- Street light inventory, audit of existing inventory.
- Street light asset inventory updates.
- County streetlight asset management program updates.
- Establishment of light-emitted diode (LED) street light standards and design guidelines.
- Lighting system capital improvement/replacement program (CIP).
- Annual Engineer's Report.
- Feasibility and rate studies.
- Determination of funding requirements.
- Assessing requests from wireless telecommunications providers, assessing operations and maintenance requirements, developing guidelines and standards for wireless telecommunications equipment relevant to lighting systems.

4. TYPICAL CONSULTANT SERVICES

During the term of this Agreement, Consultant will perform, at Agency's written request, the following types of services as further specified by Task Order:

- Collect relevant information and perform a street light inventory audit. This includes comparing existing inventory against existing studies/reports/as-builts/records (from Agency and other entities) as well as field investigations/verifications/surveys.
- Update the street lighting asset inventory, which includes but is not limited to, reviewing existing files, updating and enhancing the geographic information system (GIS), reviewing policy and procedure manuals, and establishing a new street light asset management system that will be designed for Agency staff to maintain after its creation.
- Establish roadway lighting guidelines, including standards and illumination requirements, as well as guidelines regarding street lighting fixtures and related hardware.
- Develop a priority-based capital improvement/replacement program (CIP) for the street lighting system. The CIP shall consider, but is not limited to, the following: (a) age of the existing lights and infrastructure, (b) infrastructure risk/technology replacement areas and priorities, (c) exposure to vandalism and theft, (d) life cycle assessment, and (e) funding and expenditure planning.
- Identify additional funding sources, such as grants. Provide grant writing and assistance with applications as requested.
- Assist with obtaining necessary permits, required from utility owners and other agencies, in order to execute the work.
- Coordinate the work with utility owners and operators.
- Assist Agency staff in determining the funding and staffing levels necessary to operate and maintain the Countywide street light program.
- Assist with the street light and community service district assessment process.
- Attend Board of Supervisors meetings, public meetings, and staff meetings as requested.
- Provide or update County manuals, plans, policies and procedures as needed.
- Assist Agency staff as needed or required regarding street lighting operations requirements and street light improvement proposals by others.
- [Reserved]
- [Reserved]

5. PERFORMANCE STANDARDS

Consultant shall perform services in compliance with the following performance standards:

Audits, assessments and reports shall be in compliance with the Landscape and Lighting Act of 1972, Proposition 218, Senate Bill 919, the Brown Act. Lighting guidelands and performance standards shall make reference to the Illuminating Engineering Society of North America (IESNA) Recommended Practices for Roadway Lighting, California Department of Transportation (Caltrans) Highway Design Manual, and Traffic Manual, State of California Manual on Uniform Traffic Control Devices, American Association of State Highway Transportation Officials' (AASHTO) design standards/policies, AASHTO Roadway Lighting Design Guide, Agency design standards, and any additional standards referenced in the Task Order. Consultant shall perform the work according to the applicable standard of care for similar consultants performing similar work.

6. PAYMENT DEMANDS

Consultant shall submit a written demand or invoice for the services provided under each Task Order either (i) upon completion of the services described in the Task Order if the services take less than one month to complete; or (ii) monthly, if the services under a Task Order take more than one month to complete. In each case, Consultant shall describe the work performed and list, for each item of services, the employee categories, hours and rates (consistent with the rates shown on Appendix B). All payment demands and payments hereunder are subject to Section 11 of this Agreement, Payment.

7. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that this Agreement is not exclusive and that Agency may, at any and all times during the term of this Agreement, obtain civil engineering and other types of services from any appropriate source.

8. TIME

Consultant understands and agrees that time is of the essence in this Agreement. Consultant shall perform the services authorized under each Task Order expeditiously and with adequate forces and shall complete the services within the time specified in each Task Order.

Contra Costa County  
call  
Standard Form (Task Order)  
On-Call Civil Engineering Services  
Revised 2011

Project Name: Street Lighting On-

Project No.: Various

**Consulting Services Agreement  
Task Order  
(On Call Architectural, Engineering, or Land Surveying Services)**

Pursuant to Paragraph 2 of Appendix A (Scope of Services) to that certain Consulting Services Agreement entered into as of April 18, 2017, between Agency and Consultant, and subject to all of the terms and conditions of the Consulting Services Agreement, Agency and Consultant agree as follows:

TASK ORDER NUMBER:

PROJECT NAME, NUMBER, LOCATION:

CONSULTANT'S NAME:

TASK/DELIVERABLES DESCRIPTION:

DETAILED SCOPE OF SERVICES:

COMMENCEMENT DATE FOR SERVICES:

SCHEDULE FOR SERVICES AND DELIVERABLES:

DEADLINE FOR COMPLETION OF TASK SERVICES AND DELIVERABLES:

PAYMENT LIMIT: \$

|   |   |
|---|---|
| <p>AGENCY</p> <p>By: _____<br/>Department Head</p> <p>Date: _____</p> | <p>CONSULTANT</p> <p>By: _____<br/>Authorized Representative</p> <p>Date: _____</p> |
|---|---|



## **Appendix B to Consulting Services Agreement Payment Provisions, Project Personnel and Billing Rates**

### **I. PAYMENT PROVISIONS**

A. Payment for services will not exceed the billing rates set forth in this Appendix B and will be based on the actual hours worked (by Consultant and authorized subconsultants) and actual approved Other Direct Costs (described below) subject to the Payment Limit specified in Section 4 of this Agreement, Payment Limit. In addition, payments for services (including payments to Consultant for authorized subconsultants) and Other Direct Costs will not exceed the following amounts for each phase or period indicated below unless approved in advance in writing by the Department Head:

1. Not applicable: \$ ( % of Payment Limit)
2. Not applicable: \$ ( % of Payment Limit)
3. Not applicable: \$ ( % of Payment Limit)
4. Not applicable: \$ ( % of Payment Limit)

B. Payment to Consultant for subconsultants authorized in advance by Agency in accordance with Section 21 of this Agreement, Assignment, will be the amount equal to Consultant's direct costs, without handling mark ups. Consultant shall submit Subconsultant invoices as part of Consultant's bill for services.

C. Payments for the extra work specified in Section 12 of this Agreement, Extra Work, shall be computed separately and shall not exceed any limits specified in Agency's written amendment describing the extra work and payment terms for the extra work.

D. Subject to the Payment Limit in Section 4 of this Agreement, Payment Limit, Agency will reimburse the actual cost (without mark up) of documented expenditures by Consultant and its employees and authorized subconsultants for the Other Direct Costs listed below to the extent such Other Direct Costs were incurred to perform the services described in this Agreement:

See Attachment 1 to this Appendix B for allowable Other Direct Costs.

E. All other expenses (*i.e.*, those not listed under Paragraph D above) are not reimbursable and are deemed covered by the hourly billing rates set forth in Section II of this Appendix B. When any of the items listed under Paragraph D above are provided for Consultant's own use and not at Agency's request, expenses therefor are not reimbursable and are deemed covered by the hourly billing rates set forth in Section II of this Appendix B. Agency will not pay for Consultant's and its subconsultants' time and expenses for transportation between Consultant's and its subconsultants' various offices. Costs for such transportation are deemed covered by the hourly billing rates set forth in Section II of this Appendix B.

- F. Notwithstanding anything to the contrary in Section 11 of this Agreement, Payment, these Payment Provisions, including billing rates, are subject to a post award audit by the state and/or federal government. After any post award audit cost adjustments are ordered by the state and/or federal government, these Payment Provisions and the billing rates shall be adjusted by Consultant and approved by Agency's Department Head to conform to the audit cost adjustments. Consultant agrees that the individual items of cost identified in the audit report may be incorporated into the Agreement at Agency's sole discretion. Refusal by Consultant to incorporate the post award audit cost adjustments will be considered a breach of the Agreement terms and cause for termination of the Agreement by Agency. Consultant agrees that all invoices after the post award audit will be based on the adjusted Payment Provisions. Any invoices paid prior to the post award audit will be recalculated by Agency in accordance with the post award audit. Any difference in moneys due Consultant as a result of the post award audit cost adjustments will be added to, or deducted from, moneys due the Consultant on subsequent invoices.

## II. PROJECT PERSONNEL AND BILLING RATES

In accordance with Section 26 of this Agreement, Project Personnel, Consultant's personnel assigned to this project and their roles and billing rates are as follows:

See Attachment 1 to this Appendix B for Consultant's roles and billing rates.

- A. The County Project Manager and Contract Administrator is Jessi Duffy. The Consultant Project Manager is Josh Peterman.

## Attachment 1 to Appendix B

### A. Key Personnel and Rates

#### 1. Fehr & Peers

| Title/Classification          | Hourly Rate         |
|-------------------------------|---------------------|
| Principal                     | \$205.00 - \$325.00 |
| Senior Associate              | \$160.00 - \$320.00 |
| Associate                     | \$140.00 - \$220.00 |
| Senior Engineer/Planner       | \$130.00 - \$180.00 |
| Engineer/Planner              | \$105.00 - \$145.00 |
| Senior Technical Support      | \$130.00 - \$180.00 |
| Senior Administrative Support | \$110.00 - \$145.00 |
| Administrative Support        | \$75.00 - \$125.00  |
| Technician                    | \$105.00 - \$145.00 |
| Intern                        | \$90.00 - \$100.00  |

Note: All rates include voice and data communication (telephone, fax, e-mail, etc.)

#### 2. Hammett & Edison, Inc.

| Title/Classification | Hourly Rate         |
|----------------------|---------------------|
| Senior Engineer      | \$275.00 - \$330.00 |
| Staff Engineer       | \$150.00 - \$240.00 |
| Support Staff        | \$65.00 - \$90.00   |

#### 3. LCC Engineering & Surveying, Inc.

| Title/Classification                | Hourly Rate |
|-------------------------------------|-------------|
| Office & Design Personnel           |             |
| Principal Engineer                  | \$203.00    |
| Land Surveyor (Office)              | \$178.00    |
| Civil Engineer 2                    | \$178.00    |
| Civil Engineer 1/Project Manager    | \$152.00    |
| Special Districts Manager           | \$136.00    |
| Assistant Civil Engineer            | \$136.00    |
| CAD 2                               | \$122.00    |
| CAD 1                               | \$90.00     |
| Technical Assistant 2               | \$71.00     |
| Technical Assistant 1               | \$53.00     |
| Field & Survey Personnel            |             |
| Principal Surveyor                  | \$203.00    |
| Chief of Party                      | \$158.00    |
| Resident Engineer                   | \$152.00    |
| Field Representative (Construction) | \$136.00    |
| Survey Tech. 2                      | \$114.00    |
| Survey Tech. 1                      | \$81.00     |
| Field Assistant                     | \$71.00     |

**B. Other Costs**

|   |   |
|---|---|
| Mileage:                                | At current IRS allowable rate                                   |
| Parking/Tolls:                          | Included in Hourly Rate   |
| Travel/Hotel/Food:                      | Included in Hourly Rate   |
| Photocopies/Printing:                   | At cost (attach receipt/documentation)                          |
| Postage/Express Mail:                   | At cost (attach receipt/documentation)                          |
| All other expenses not mentioned above: | At cost (attach receipt/documentation) and with County approval |

**C. Annual Rate Increases**

Contractor may request an increase in the hourly rates set forth in Section A (Key Personnel and Rates) above, on an annual basis, in April of each calendar year during the term of this Contract, beginning with April 2018. The proposed increase in hourly rates cannot exceed the actual increase in the hourly rates paid by Contractor to its staff. Contractor shall provide Agency with at least 30 days advance written notice of a proposed increase. Subject to approval by Agency's department head, the proposed increase will be effective 30 days following receipt of Contractor's request. An increase in the hourly rates shall not result in any increase in the Payment Limit specified in Section 4 Payment Limit of this Contract.

**Attachment 2 to Appendix B**  
**For**  
**On-Call Contracts**

- A. County will pay Contractor for Services at the hourly rates and for other costs as set forth in Attachment 1 to Appendix B.
- B. Contractor will submit monthly invoices to Dept. Project Manager on Contractor letterhead for Services provided under each Task Order until Dept. determines that Task Order work is complete.
1. Invoices must include invoice number, date of invoice, and reference the time period of when services were performed [Example: *Services provided between January 1, 2016 through January 31, 2016*].
  2. Invoices must include a summary of contract charges (see example below):
    - Contract payment limit: \$ \_\_\_\_\_
    - Total previous invoice amounts: \$ \_\_\_\_\_
    - Remaining Contract Amount: \$ \_\_\_\_\_
  3. Invoices must specify Task Order number, Project Name & Number, Task Order payment limit, list total previous billed amounts, and remaining budget for the task order (See example format below):
    - Task Order # (insert): (insert Project Name & Number)
    - Task Order payment limit: \$ \_\_\_\_\_
    - Total previously billed amounts \$ \_\_\_\_\_
    - Remaining Task Order Budget: \$ \_\_\_\_\_
  4. Invoices must specify employee names, classifications, hours, rates consistent with Attachment 1 to Appendix B and task description of the work performed.
  5. Invoices must identify any sub-contractor work, task description of the work performed, and attach sub-contractor invoice, on sub-contractor letterhead, to the Contractor's related invoice.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: EXECUTE a contract amendment with Plan B Works

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Plan B Works, effective March 1, 2020, to increase the payment limit by \$35,000 to a new payment limit of \$235,000 for the period of July 1, 2019 through June 30, 2020, for continued process analysis and recommendation services, as recommended by the Public Works Director, Countywide.

**FISCAL IMPACT:**

The Transportation Division project delivery and prioritization process improvement effort is funded with Road Funds.

**BACKGROUND:**

The Public Works Department strives for the effective project selection, cost-efficient, and timely delivery of construction projects, both for Transportation and Flood Control Divisions. However, the capability of Public Works to deliver projects relies on largely undocumented methods. As a result, project selection and project delivery costs and duration perform well below industry-standard benchmarks (e.g., Caltrans). Additionally, there is no straightforward way of tracking the efficiency of project delivery, nor has Public Works established targets to optimize

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Steve Kowalewski,  
925-313-2225

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

project delivery (e.g., reduce costs and reduce project delays).

Public Works seeks to perform a thorough analysis of its project delivery and project selection process for Transportation Division's projects. The goal of the analysis is to create a roadmap for improving Project Delivery and implement process improvements. Accordingly, County has entered into contract with Contractor for the services set forth in the service contract effective July 1, 2019. Due to County's needs of additional contractor services, effective November 4, 2019, County and Contractor amended the contract by increasing the payment limit of the contract by \$100,000 to a new limit of \$200,000. Due to Contractor Services being greater than anticipated, Public Works Department requests to increase the payment limit to the contract from \$200,000 by \$35,000 to a new payment limit of \$235,000.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board approval of this amendment, Public Works Department will not be able to complete the work needed to improve the project delivery and prioritization process for Transportation projects.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Amendment #74-526-6 with Community Options for Families and Youth, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-526-6 with Community Options for Families and Youth, Inc., a non-profit corporation, effective March 1, 2020, to amend Novation Contract #74-526-4, to increase the payment limit by \$35,301, from \$2,269,767, to a new payment limit of \$2,305,068 with no change in the original term of July 1, 2019 through June 30, 2020, and to increase the automatic extension payment limit by \$78,950, from \$1,134,884 to a new payment limit of \$1,213,834 through December 31, 2020.

**FISCAL IMPACT:**

This Contract is funded by 39% Federal Medi-Cal, 28% Probation Mentally Ill Offenders Crime Reduction Grant, 20% Mental Health Realignment Funds and 13% Probation Non-Mentally Ill Offenders Crime Reduction Flex Funds. (Rate increase)

**BACKGROUND:**

On September 10, 2019, the Board of Supervisors approved Novation Contract #74-526-5 with Community Options for Families and Youth, Inc. for the period from July 1, 2019 through June 30, 2020, which included a six-month automatic extension through December 31, 2020, for the provision of mental health and Functional Family Therapy services for youth who have had serious contact with the Juvenile Justice System.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

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

By: , Deputy

cc: L Walker, M Wilhelm





BACKGROUND: (CONT'D)

Approval of Contract Amendment Agreement #74-526-6 will allow the Contractor to continue to provide services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not receive the negotiated rate increase.

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: March 31, 2020

Subject: Amendment/Extension #26-437-13 with Stericycle, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment/Extension Agreement #26-437-13 with Stericycle, Inc., a corporation, effective March 1, 2020, to amend Contract #26-437-10 (as amended by Amendment Agreements #26-437-11 and #26-437-12), to increase the payment limit by \$351,000, from \$1,000,000 to a new payment limit of \$1,351,000, and to extend the termination date from March 31, 2020 to June 30, 2020, to provide additional bio-hazardous waste management removal services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers.

**FISCAL IMPACT:**

This amendment is funded 100% by Hospital Enterprise Fund I. (No Rate increase)

**BACKGROUND:**

On June 6, 2017, the Board of Supervisors approved Contract #26-437-10 (as amended by Amendment Agreements #26-437-11 and #26-437-12 with Stericycle, Inc., to provide bio-hazardous waste management removal services for CCRMC and Contra Costa Health Center locations, for the period from April 1, 2017 through March 31, 2020.

Approval of Amendment/Extension Agreement #26-437-13 will allow the Contractor to provide additional bio-hazardous services 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: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Jaspreet Benepal,  
925-370-5741

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

By: , Deputy

cc: L Walker, M Wilhelm



CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, contractor will not provide additional bio-hazardous services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Amendment/Extension Agreement #26-346-25 with the U.S. Department of Veterans Affairs

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment/Extension Agreement #26-346-25, with the U.S. Department of Veterans Affairs, Northern California Health Care System (VANCHCS), including mutual indemnification, to amend Agreement #26-346-21 (as amended by Amendment Agreements #26-346-22 through #26-346-24) to increase the payment limit by \$710,000 from \$1,584,377 to a new payment limit of \$2,294,377, and to extend the termination date from March 31, 2020 to March 31, 2021, for nuclear medicine services at Contra Costa Regional Medical Center (CCRMC).

**FISCAL IMPACT:**

This amendment is funded 100% by Hospital Enterprise Fund I. The services provided for the County's patients under this Contract are billable to patients and third-party payors.

**BACKGROUND:**

For many years, the County and VANCHCS have maintained a mutual sharing agreement, which has made available to the County specialized medical services not otherwise available due to lack of resources, equipment, and personnel. These services included specialized laboratory testing, radiology

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Jaspreet Benepal,  
925-370-5741

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

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

services, nuclear medicine studies, computerized tomography (CT) scans, magnetic resonance imaging (MRI), dermatology, gastroenterology, urology, audiology and speech, and ophthalmology services. The County provides Emergency Room treatment and inpatient care, including certain ancillary services, for VANCHCS referred patients.

On March 27, 2018, the Board of Supervisors approved Agreement #26-346-21 (as amended by Amendment Agreements #26-346-22 through #26-346-24) with VANCHCS to provide a full range of Nuclear Medicine Services to County's patients at the VANCHCS Outpatient Clinic in Martinez and CCRMC's Nuclear Medicine Department, for the period from April 1, 2018 through March 31, 2020. This contract included mutual indemnification to hold harmless both parties for any claims arising out of the performance of this agreement.

Approval of Amendment/Extension Agreement #26-346-25 will allow Contractor to provide additional nuclear medicine services through March 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, VANCHCS will not be able to continue to provide nuclear medicine services to CCRMC patients.



Contra  
Costa  
County

To: Board of Supervisors  
From: Marc Shorr, Chief Information Officer  
Date: March 31, 2020

Subject: Purchase Cisco Security Advisory Subscription Services to Restore Critical Services for the Library

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute a purchase order in the amount of \$100,000 with Presidio Networked Solutions Group, LLC for Cisco Security Advisory Subscription Services for the Library, as recommended by the Chief Information Officer.

**FISCAL IMPACT:**

The cost for Cisco Security Advisory Subscription Services is \$100,000 for 160 work hours for the Incident Response Team to remediate the threat and restore services to the Library.

**BACKGROUND:**

On January 3, 2020, the Library sustained a Ransomware attack on their administrative network. In working to secure the network, DoIT determined more tools and services

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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

Contact:  
925-608-4071

By: , Deputy

cc:



BACKGROUND: (CONT'D)

were needed. As a result of the attack, the Library staff were unable to access any files stored on their servers. The attack also affected their ability to receive and send email. In addition, public printing, their internet connection and the Wi-Fi network were damaged, making them inaccessible to staff and citizens utilizing Library locations.

CONSEQUENCE OF NEGATIVE ACTION:

The Library's infrastructure will be at risk. Critical Services would take longer to restore, causing further service impacts to citizens.



Contra  
Costa  
County

To: Board of Supervisors  
From: Marc Shorr, Chief Information Officer  
Date: March 31, 2020

Subject: Purchase Cisco Routing and Switching Optimize Subscription Services for the Library

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute a purchase order in the amount of \$100,000 with Presidio Networked Solutions Group, LLC for Cisco Routing and Switching Optimize Subscription Services for the Library, as recommended by the Chief Information Officer.

**FISCAL IMPACT:**

The cost for Cisco Routing and Switching Optimize Subscription Services for the Library is \$100,000.

**BACKGROUND:**

On January 3, 2020, the Library sustained a Ransomware attack on their administrative network. In working to secure the network, DoIT determined more tools and services were needed. As a result of the attack, the Library staff were unable to access any files stored on their servers.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Marc Shorr  
925-608-4071

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The attack also affected their ability to receive and send email. In addition, public printing, their internet connection and the Wi-Fi network were damaged, making them inaccessible to staff and citizens utilizing Library locations. This service is necessary to redesign the library network as recommended from the Cisco IR team

CONSEQUENCE OF NEGATIVE ACTION:

The Library's infrastructure will be at risk. Critical Services would take longer to restore, causing further service impacts to citizens.



Contra  
Costa  
County

To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: March 31, 2020

Subject: Transfer of Historical Materials to the Historical Society

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Librarian, or designee, to execute an agreement with the Contra Costa County Historical Society, Inc., a California non-profit, for the transfer of historical materials and related furnishings effective April 1, 2020.

**FISCAL IMPACT:**

100% Library Fund. The Library will pay for qualified movers at a cost not to exceed \$6,100.

**BACKGROUND:**

The County is the owner of approximately 3,050 items, consisting of maps, photographs, books, and other printed material related to the history of Contra Costa County. (Exhibit A) The Contra Costa County Library Collection Development Plan, 2011, identifies the Contra Costa County history collection as an invaluable and unique research resource that requires ongoing maintenance to retain its historical and research value. The collection is currently housed at the Pleasant Hill Library in a vault with temperature and humidity controls. The collection may be used by the public during regular open hours.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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

Contact: Walt Beveridge  
925-608-7730

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

The Contra Costa County Historical Society (the “Historical Society”) desires to incorporate the collection into the materials it preserves and makes available to the public. The Historical Society, through its facility in Martinez, is better suited to preserve the collection. In addition to having space adequate to store the items, the Historical Society facility provides optimal environmental controls for preserving items. The facility offers:

- Secure facility with an automatic, central station perimeter alarm system.
- Heating, ventilation and air conditioning systems maintain temperatures required for proper preservation.
- Automatic fire detection is installed throughout the facility and compartmentation is used throughout to limit the spread of fire and smoke.
- Light levels are controlled to avoid light-caused deterioration of materials.
- Supervision of archives users while they are using collection materials to ensure safe handling and to avoid loss.

In 1979, the County Board of Supervisors declared the Historical Society as the official historical society of the County. The County desires to convey, and the Historical Society desires to receive, ownership of the historical collection as well as selected furnishings needed to store the collection and tables needed for public use of the collection. The Library, at its expense, will oversee the transfer by contracting with qualified movers with experience in moving fragile library collections. The conveyance is being made in recognition of the public interest in safeguarding the collection and to ensure the public’s continued access to the collection.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Amendment to Purchase Order with Depuy Synthes

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, an amendment to purchase order #F03368 with Depuy Synthes Products, Inc., to increase the payment limit by \$500,000 to a new payment limit of \$2,250,000 for the purchase of implants and orthopedic supplies and devices for the Contra Costa Regional Medical Center (CCRMC), with no change in the original term of April 1, 2016 through March 31, 2020.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

Depuy Synthes Products, Inc., has been providing implants and orthopedic supplies and devices for CCRMC for more than ten years. The Operating Room has switched from Stryker Orthopedics to using Depuy Synthes Products, Inc. primarily as a source, which has further increased demands for their products.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment request is not approved, then CCRMC will be unable to pay for supplies and devices needed by the Operating Room to perform orthopedic procedures.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Jaspreet Benepal,  
925-957-5101

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

By: , Deputy

cc: Marcy Wilhelm, Jasmine Campos



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Contract #26-352-16 with Delta Personnel Services, Inc. (dba Guardian Security Agency)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-352-16 with Delta Personnel Services, Inc. (dba Guardian Security Agency), a corporation, in an amount not to exceed \$3,425,000, to provide security guard services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period January 1, 2020 through December 31, 2022.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I. (Rate increase)

**BACKGROUND:**

On April 9, 2019, the Board of Supervisors approved Contract #26-352-15 with Delta Personnel Services, Inc. (dba Guardian Security Agency), to provide security guard services at CCRMC and Contra Costa Health Centers for the period January 1, 2019 through December 31, 2019.

Approval of Contract #26-352-16 will allow the Contractor to continue providing security guard services at CCRMC and Contra Costa Health Centers through December 31, 2022.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, county facilities requiring security guard services will not have access to Contractor's services.

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Jaspreet Benepal,  
925-370-5741

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

By: , Deputy





ATTACHMENTS



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Purchase Order Amendment with Ortho-Clinical Diagnostics, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #F00485 with Ortho-Clinical Diagnostics, Inc., to increase the payment limit by \$140,000 to a new payment limit of \$538,787 for the purchase of blood bank reagents and supplies for the Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, with no change in the original term of July 1, 2015 through June 30, 2020.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

Ortho-Clinical Diagnostics, Inc., has the reagents and MTS cards that can only be used on the Johnson & Johnson centrifuges and incubators. These products enable the Clinical Laboratory to screen blood types and cross match units for use in blood transfusions and surgical procedures.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Purchase Order is not approved, then the CCRMC Clinical Laboratory will not have the requested reagents and supplies to be able to perform patient testing.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Jaspreet Benepal,  
925-370-5101

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

By: , Deputy

cc: Marcy Wilhelm, Jasmine Campos



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Contract #27-966-4 Bellevue Eye Medical Center, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-966-4 with Bellevue Eye Medical Center, Inc., a corporation, in an amount not to exceed \$250,000, to provide ophthalmology services to Contra Costa Health Plan (CCHP) members for the period from June 1, 2020 through May 31, 2022.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On June 26, 2018, the Board of Supervisors approved Contract #27-966-3 with Bellevue Eye Medical Center, Inc., for the provision of ophthalmology services to CCHP members, for the period from June 1, 2018 through May 31, 2020.

Approval of Contract #27-966-4 will allow the Contractor to continue to provide ophthalmology services for CCHP members through May 31, 2022.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain specialty health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Sharron Mackey,  
925-313-6104

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

By: , Deputy

cc: Marcy Wilhelm, Kimberley Mullen





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Contract #26-769-6 with Bryan Ristow, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County Contract Amendment Agreement #26-769-6 with Bryan Ristow, M.D., an individual, effective April 1, 2020, to amend Contract #26-769-4 to increase the payment limit by \$97,000, from \$1,631,000 to a new payment limit of \$1,728,000, with no change in the term of June 1, 2017 through May 31, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On May 2, 2017, the Board of Supervisors approved Contract #26-769-4 (as amended by Contract Amendment Agreement #26-769-5) with Bryan Ristow, M.D., for the period from June 1, 2017 through May 31, 2020, for the provision of cardiology services including, but not limited to: clinic coverage, consultation, inpatient sessions, training, on-call coverage, and reading cardiology studies at CCRMC.

Approval of Contract Amendment Agreement #26-769-6 will allow the Contractor to provide additional hours of cardiology services at CCRMC through May 31, 2020.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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 amendment agreement is not approved, patients requiring cardiology services will not have access to Contractor's services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Contract #27-204-10 with Comprehensive Psychiatric Services, A Medical Group

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-204-10 with Comprehensive Psychiatric Services, A Medical Group, a corporation, in an amount not to exceed \$250,000, to provide psychiatry services to Contra Costa Health Plan (CCHP) members for the period June 1, 2020 through May 31, 2022.

**FISCAL IMPACT:**

This amendment is funded 100% by CCHP Enterprise Fund II. (Rate increase)

**BACKGROUND:**

On June 5, 2018, the Board of Supervisors approved Contract #27-204-9 with Comprehensive Psychiatric Services, A Medical Group, for the provision of psychiatry services, for the period from June 1, 2018 through May 31, 2020.

Approval of Contract #27-204-10 will allow the Contractor to continue to provide psychiatry services through May 31, 2022.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Sharron Mackey,  
925-313-6104

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

By: , Deputy

cc: Kimberley Mullen, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Contract amendment with Peterson Power Systems to increase payment limit by \$600K to provide industrial engine maint. at N Richmond Pump Station

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Peterson Power Systems, Inc., to increase the payment limit by \$600,000 to a new payment limit of \$800,000, with no change to the original term October 1, 2019 through November 20, 2022, to provide industrial engine maintenance, repair, and replacement services at the North Richmond Pump Station.

**FISCAL IMPACT:**

100% Facility Life Cycle Improvement Program (FLIP) Budget.

**BACKGROUND:**

Peterson Power Systems, Inc. provides services to keep the vintage engine driven pumps that remove storm water (at North Richmond Pump Station) and prevent flooding in the Richmond area operational. The vendor is an authorized Caterpillar dealer and service provider that has specialized knowledge of Caterpillar engine servicing and repair

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Joe Yee (925)  
313-2104

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

By: , Deputy

cc:

requirements. They have a great ability to source obsolete parts or can recommend alternate parts that will work on vintage engines. They also provide 24/7 service responses, so allow for prompt responses.

BACKGROUND: (CONT'D)

Built in 1974, the North Richmond Pump Station has four original engine driven pumps. One of the engines (Engine No. 4) became inoperable many years ago and scavenged for parts over the years to keep the other three engines running. Recently, two of the three operational engines had major component failures rendering them non-operational. Since we are still in the rainy season, Peterson Power System was requested to build one operational engine from components of the three non-operational engines so there is an additional pump available to prevent flooding.

Due to the age of the engines, difficulty finding replacement parts, and the need for reliable operational engines, the engines need to all be replaced so the Pump Station can provide flood protection of the North Richmond Community.

This contract amendment is to provide for the replacement of all four existing engines with new units equipped of all the current emission requirements and permits as well as modifications to the engine cooling system to ensure engine longevity.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the North Richmond Pump Station will not have the ability or capacity to provide flood protection of the community.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Amendment #26-755-11 with Brown Miller Communications, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-755-11 with Brown Miller Communications, Inc., a corporation, effective March 1, 2020, to amend Contract #26-755-8 (as amended by #26-755-9 and #26-755-10), to increase the payment limit by \$200,000, from \$435,000 to a new payment limit of \$635,000 and to extend the term from August 31, 2020 to August 31, 2021, to provide additional communication support services with regard to COVID-19.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On September 11, 2018, the Board of Supervisors approved Contract #26-755-8 (as amended by Amendment Agreements #26-755-9 and #26-755-10) with Brown Miller Communications, Inc., to provide consultation and technical assistance with strategic planning to implement the Affordable Care Act, for the period from September 1, 2018 through August 31, 2020.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Anna Roth,  
925-957-5403

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract Amendment Agreement #26-755-11 will allow Contractor to provide additional communication support services with regard to COVID-19, through August 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not have access to Contractor's strategic planning services.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 31, 2020

Subject: CONTRACT AMENDMENT WITH KARPEL COMPUTER SYSTEMS, INC., FOR DISTRICT ATTORNEY CASE MANAGEMENT SYSTEM

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with Karpel Computer Systems, Inc., to increase the payment limit by \$190,000 to a new payment limit of \$2,332,122 to purchase up to 10 local law enforcement agency interfaces and annual maintenance, to enable electronic filing of criminal complaints with the District Attorney's Office.

**FISCAL IMPACT:**

The additional contract cost for the law enforcement agency interfaces will be funded through appropriations from the Law and Justice Information Systems budget and reimbursed by cities on behalf of their law enforcement agencies under Memoranda of Understanding authorized by the Board in May 2017. The total contract cost comprises software licensing and configuration and eight years of vendor-supplied hosting, maintenance, and subscription to electronic discovery commencing upon go-live.

**BACKGROUND:**

In September 2014, the Board of Supervisors authorized a contract with Karpel Computer Systems, Inc., in the amount of \$1,223,205 to provide a modern, web-based case management system for the District Attorney's Office plus four years of system maintenance and support. The first phase of this system, the adult module, was rolled out in late 2015. In June 2018, the contract was amended to provide additional

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Julie DiMaggio Enea  
925.335.1077

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

user licenses, increase the payment limit to \$2,142,122, and extend system maintenance through June 2023.

This second amendment would increase the payment limit to \$2,332,122 with no change to the contract term to provide for the development of up to ten interfaces for local law enforcement agencies to electronically file their criminal complaints with the District Attorney's Office instead of the current method of transmission by facsimile. Electronic submission will eliminate data input requirements, reduce the the potential for errors, and accelerate the process.

CONSEQUENCE OF NEGATIVE ACTION:

Disapproval of the recommendation will prevent the opportunity to improve the complaint filing process for those local law enforcement agencies that wish to implement electronic filing.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Amendment #26-583-26 with Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-583-26 with Specialty Laboratories, Inc. (dba Quest Diagnostic Nichols Institute), a corporation, effective March 1, 2020, to amend Contract #26-583-25, to increase the payment limit by \$350,000, from \$4,650,000 to a new payment limit of \$5,000,000 to provide COVID-19 testing with no change in the original term of January 1, 2019 through December 31, 2020.

**FISCAL IMPACT:**

This amendment is funded by 100% Hospital Enterprise Fund I.

**BACKGROUND:**

On January 15, 2019, the Board of Supervisors approved Contract #26-583-25 with Specialty Laboratories, Inc. (dba Quest Diagnostic Nichols Institute), for the provision of outside clinical laboratory services, for the period from January 1, 2019 through December 31, 2020.

Approval of Contract Amendment Agreement #26-583-26 will allow the Contractor to provide additional testing for COVID-19 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: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Japreet Benepal,  
925-370-5101

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

By: , Deputy

cc: Marcy Wilhelm



CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring outside laboratory services will not have access to Contractor's services.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: Ounce of Prevention Fund contract, Lead Learn Excel Program

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Ounce of Prevention Fund in an amount not to exceed \$70,000 to provide Professional Development, Lead Learn Excel Program, services for the period December 1, 2019 through December 31, 2020.

**FISCAL IMPACT:**

The total Contract amount is \$70,000, funded from the Federal Early Head Start Child Care Partnership 2 Grant.

**BACKGROUND:**

The Ounce Lead Learn Excel Program is a professional development approach to on-the-job learning that empowers early childhood leaders to create systems and routines that lead to high quality instruction. Through Lead Learn Excel, leaders can transform their organizations into effective, high-performing programs and prepare children for kindergarten and beyond. The Community Services Bureau leaders will learn how to use data for shared decision-making, and how to facilitate ongoing professional development with teachers through team lesson planning and peer learning communities.

The contract document is not the Standard County contract from, but that of the provider.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without contracted services, professional development program(s) would not be implemented.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Amendment #26-758-6 with the Regents of the University of California, on behalf of the University of California, San Francisco Medical Center

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-758-6 with the Regents of the University of California, on behalf of the University of California, San Francisco Medical Center (UCSF), a California Constitutional corporation, effective March 1, 2020, to amend Contract #26-758-3 (as amended by Amendment/Extension Agreement #26-758-4 and Amendment Agreement #26-758-5), for additional physicians to provide remote neurology and consultation services with no change in the payment limit of \$480,000 and no change in the term of January 1, 2018 through December 31, 2020.

**FISCAL IMPACT:**

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On April 12, 2016, the Board of Supervisors approved Contract #26-758-3 (as amended by Amendment Extension Agreement #26-758-4 and Amendment Agreement #26-758-5) with UCSF to provide twenty-four hour a day, remote neurology and neurovascular consultation services for patients being treated in the Emergency Department or Inpatient Units at CCRMC, for the period from January 1, 2018 through December 31, 2020, which included mutual indemnification.

Approval of Amendment Agreement #26-758-6 will allow the Contractor to continue to provide services through December 31, 2020.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Samir Shah, M.D.  
925-370-5525

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

By: , Deputy

cc: L Walker



CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, safety and effectiveness of emergency stroke care in the CCRMC Emergency Department will not be increased.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Contract with Wood Environment & Infrastructure Solutions, Incorporated. Project No. 7517-6W7087

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Wood Environment & Infrastructure Solutions, Incorporated, a Nevada Corporation, in an amount not to exceed \$250,000, to provide professional stormwater quality services for a variety of National Pollutant Discharge Elimination System (NPDES) Permit requirements for the Contra Costa County Watershed Program, for the period April 1, 2020 through March 31, 2023, Countywide.

**FISCAL IMPACT:**

This project is funded by Stormwater Utility Assessment Funds (100%).

**BACKGROUND:**

The Contra Costa County Watershed Program (CWP) is responsible for implementing The San Francisco Bay Regional Water Control Board Municipal Stormwater Permit (MRP) under the NPDES Permit No. CAS612008, as amended (Permit), on behalf of Contra Costa County (County) and the County Flood Control and Water Conservation District.

The Permit requires municipalities to reduce pollutants in the stormwater

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Melinda Harris, (925) 313-2037

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

By: , Deputy

cc: Tim Jensen, Flood Control, Michele Mancuso, County Watershed Program, Melinda Harris, County Watershed Program, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

flowing through its drainage systems and waterways.

CWP requires an on-call professional services contract for the provision of professional technical support and coordination services for a variety of NPDES Permit requirements in support of meeting stormwater quality requirements of the Permit and additional County initiatives.

Wood Environment & Infrastructure Solutions, Inc. shall provide stormwater quality services for a variety of NPDES Permit requirements, including and not limited to, new and redevelopment site control review, grant writing and support water quality and sediment sampling, monitoring, analysis, and reporting, and exempted and conditionally exempted discharges.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of this contract by the Board of Supervisors, the County will be unable to meet its requirements under the MRP and the NPDES Permit and will be subject to fines and other penalties from the State of California.





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Contract with Larry Walker Associates, Incorporated. Project No. 7517-6W7078

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Larry Walker Associates, Incorporated, a California Corporation, in an amount not to exceed \$675,000, to provide professional stormwater quality services for a variety of National Pollutant Discharge Elimination System (NPDES) Permit requirements for the Contra Costa County Watershed Program, for the period April 1, 2020 through March 31, 2023, Countywide.

**FISCAL IMPACT:**

This project is funded by Stormwater Utility Assessment Funds (100%).

**BACKGROUND:**

The Contra Costa County Watershed Program (CWP) is responsible for implementing The San Francisco Bay Regional Water Control Board Municipal Stormwater Permit (MRP) under the NPDES Permit No. CAS612008, as amended (Permit), on behalf of Contra Costa County (County) and the County Flood Control and Water Conservation District.

The Permit requires municipalities to reduce pollutants in the stormwater flowing through its drainage systems and waterways.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Melinda Harris, (925) 313-2037

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

By: , Deputy

cc: Tim Jensen, Flood Control, Michele Mancuso, County Watershed Program, Melinda Harris, County Watershed Program, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

CWP requires an on-call professional services contract for the provision of professional technical support and coordination services for a variety of NPDES Permit requirements in support of meeting stormwater quality requirements of the Permit and additional County initiatives.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of this contract by the Board of Supervisors, the County will be unable to meet its requirements under the MRP and the NPDES Permit.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Contract #27-876-4 with Soter-Ming Chang, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-876-4 with Soter-Ming Chang, M.D., a sole proprietor, in an amount not to exceed \$225,000, to provide pediatric primary care services to Contra Costa Health Plan (CCHP) members for the period from June 1, 2020 through May 31, 2022.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On June 5, 2018, the Board of Supervisors approved Contract #27-876-3 with S. Ming Chang, M.D., for the provision of pediatric primary care services to CCHP members, for the period from June 1, 2018 through May 31, 2020.

Approval of Contract #27-876-4 will allow the Contractor to continue to provide pediatric primary care services for CCHP members through May 31, 2022.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain specialty health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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: March 31, 2020

Subject: Contract #77-153-1 with Antioch Physical Therapy and Sports Injury Center, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-153-1 with Antioch Physical Therapy and Sports Injury Center, Inc., a corporation, in an amount not to exceed \$300,000 to provide outpatient physical therapy services to Contra Costa Health Plan (CCHP) members for the period from June 1, 2020 through May 31, 2022.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On March 13, 2018, the Board of Supervisors approved Contract #77-153 with Antioch Physical Therapy and Sports Injury Center, Inc., for the provision of outpatient physical therapy services to CCHP members, for the period from June 1, 2018 through May 31, 2020.

Approval of Contract #77-153-1 will allow the Contractor to continue to provide outpatient physical therapy services for CCHP members through May 31, 2022.

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Sharron Mackey,  
925-313-6104

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

By: , Deputy

cc: Kimberley Mullen, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialty health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Purchase Order with AGFA Healthcare Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of Health Services Director, a purchase order with AGFA Healthcare Corporation, in an amount not to exceed \$245,270 to renew software and hardware support and maintenance services for the period from April 1, 2020 through March 31, 2021.

**FISCAL IMPACT:**

This contract is funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**

Health Services Department uses the AGFA Gold Service for necessary support and maintenance of the cardiology and diagnostic imaging departments' electronic imaging systems at Contra Costa Regional Medical Center (CCRMC) and Health Centers. Currently, CCRMC and the Health Centers utilize the AGFA IMPAX system for all diagnostic and cardiology images. The system provides high quality imaging for patients and continuous image availability to the caregivers. Without this support services renewal, CCRMC Health Centers will no longer receive critical software updates or vendor support in the event of a system failure.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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

Contact: Patrick Wilson,  
925-335-8700

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

AGFA's Service Maintenance Agreement Terms and Conditions provide that the County will indemnify and defend the Contractor for losses arising from the County's sole negligence or willful misconduct in the performance of the Agreement.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: Ounce of Prevention Fund contract Early Education Essentials Program

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of its Community Services Bureau, to execute a contract with Ounce of Prevention Fund in an amount not to exceed \$20,000 for the Early Education Essentials Program services for the period November 1, 2019 through December 31, 2020.

**FISCAL IMPACT:**

The total contract amount is \$20,000 funded through the Federal Early Head Start Child Care Partnership 2 grant.

**BACKGROUND:**

The Ounce Early Education Essentials Program is a measurement system focusing on organizational conditions in early childhood education settings. Early Education Essentials offers early education leaders the following supports to measure the health of their programs: teacher/staff and parent surveys, interactive survey reports, and data-use and improvement tools. This system will support the Community Services Bureau leaders and staff to work together to identify both short- and long-term solutions and goals for improving practices and increasing children's early achievement.

The contract document is not the Standard County contract form, but that of the Provider.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Elaine Burres,  
608-4960

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

By: , Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Amendment/Extension #26-742-10 with God’s Grace Caring Home, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment/Extension Agreement #26-742-10 with God’s Grace Caring Home, Inc., a corporation, effective March 31, 2020, to amend Contract #26-742-9, to increase the payment limit by \$51,000, from \$352,000 to a new payment limit of \$403,000, and to extend the termination date from March 31, 2020 to June 30, 2020, for additional augmented board and care services.

**FISCAL IMPACT:**

This Contract is funded 100% by County General Fund (No rate increase).

**BACKGROUND:**

On April 16, 2019, the Board of Supervisors approved Contract #26-742-9, with God’s Grace Caring Home, Inc. for the provision of residential board and care services for Contra Costa Regional Medical Center (CCRMC) patients in the Patch Program, for the period from April 1, 2019 through March 31, 2020.

Approval of Contract Amendment/Extension Agreement #26-742-10 will allow the Contractor to continue providing services through June 30, 2020.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Jaspreet Benepal,  
925-957-5741

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

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not continue providing services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Cancellation Agreement #74-575-2 and Contract #74-575-3 with Lincoln

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County as follows:

1. Cancellation Agreement #74-575-2 with Lincoln, a non-profit corporation, effective on the close of business on February 29, 2020; and
2. Contract #74-575-3 with Lincoln, a non-profit corporation, in the amount of \$2,139,128, to provide mental health services and multi-dimensional family therapy for Seriously Emotionally Disturbed (SED) adolescents and their families, for the period from March 1, 2020 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021 in an amount not to exceed \$800,864.

**FISCAL IMPACT:**

This Contract is funded by 34% Federal Medi-Cal, 58% Mental Health Services Act and 8% Mental Health Realignment Funds. (Rate increase)

- 
- APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Suzanne Tavano Ph.D,  
925-957-5212

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

By: , Deputy

cc: L Walker, M Wilhelm

**BACKGROUND:**

On August 6, 2019, the Board of Supervisors approved Contract #74-575-1 with Lincoln, Inc., for the provision of mental health services and multi-dimensional family therapy for SED adolescents and their families for the period July, 1, 2019 through June 30, 2020, which included a six-month automatic extension through December 31, 2020.

The Department and the Contractor have renegotiated the Contract terms and rates. Therefore, in accordance with General Conditions Paragraph 5. (Termination and Cancellation) of the Contract, the Department and Contractor have agreed to cancel Contract #74-575-1 and enter into a new Contract to include the negotiated rate increase.

Approval of Contract #74-575-3 will allow the Contractor to continue to provide mental health services and multi-dimensional family therapy through June 30, 2021, including a six-month automatic extension through December 31, 2021.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Contractor will not receive the negotiated rate increase and SED adolescents will 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 adolescents.

**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: March 31, 2020

Subject: Amendment #23-613-4 with Bayside Solutions, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #23-613-4 with Bayside Solutions, Inc., a corporation, effective March 1, 2020, to amend Contract #23-613-3, to increase the payment limit by \$450,000, from \$1,100,000 to a new payment limit of \$1,550,000, with no change in the original term of January 1, 2018 through June 30, 2020.

**FISCAL IMPACT:**

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On February 6, 2018, the County Administrator approved and the Purchasing Services Manager executed Contract #23-613-3 with Bayside Solutions, Inc., for the provision of qualified consultants, contract-to-hire and/or direct placement candidates for positions in the Health Services Department's Information Systems Unit, for the period from January 1, 2018 through June 30, 2020.

Approval of Contract Amendment Agreement #23-613-4 will allow the Contractor to provide additional hours of consulting and recruitment services for hard to fill positions in the Information Systems Unit through June 30, 2020.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Patrick Wilson,  
925-335-8700

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

By: , Deputy

cc: Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the Information Systems Unit will not have access to Contractor's services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Contract #26-517-8 with R. Mason Coleman, M.D., Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-517-8 with R. Mason Coleman, M.D., Inc., a professional corporation, in an amount not to exceed \$1,050,000 for the provision of radiology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period April 1, 2020 through March 31, 2023.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On March 7, 2017, the Board of Supervisors approved Contract #26-517-7 with R. Mason Coleman, M.D., Inc., for the provision of radiology services including, but not limited to clinic coverage, consultation, on-call coverage and interpretation of computed tomography (CT) scans, magnetic resonance imaging (MRIs), ultrasounds, invasive procedures and plain films for CCRMC for the period April 1, 2017 through March 31, 2020.

Approval of Contract #26-517-8 will allow the Contractor to continue to provide radiology services at CCRMC, through March 31, 2023.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Samir Shah, M.D.,  
925-370-5525

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

By: , Deputy

cc: Kathleen Cyr



CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring radiology services at CCRMC will not have access to Contractor's services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Amendment/Extension #74-597-1 with Mariposa McCall, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment/Extension Agreement #74-597-1 with Mariposa McCall, M.D., an individual, effective April 30, 2020, to amend Contract #74-597, to increase the payment limit by \$42,720, from \$296,192 to a new payment limit of \$338,912, and to extend the termination date from April 30, 2020 to June 30, 2020, for additional outpatient psychiatric care services.

**FISCAL IMPACT:**

This Contract is funded 100% by Mental Health Realignment Funds. (No rate increase).

**BACKGROUND:**

On May 7, 2019, the Board of Supervisors approved Contract #74-597, with Mariposa McCall, M.D., to provide outpatient psychiatric care services including diagnosing, counseling, evaluation, and providing medical and therapeutic treatment to adults in Central County, for the period from May 1, 2019 through April 30, 2020.

Approval of Contract Amendment/Extension Agreement #74-597-1 will allow the Contractor to provide additional outpatient psychiatric care services 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: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not provide additional outpatient psychiatric care services.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: March 31, 2020

Subject: RATIFY ISSUANCE OF AN EMERGENCY BLANKET PURCHASE ORDER IN RESPONSE TO THE COVID-19 PANDEMIC

---

**RECOMMENDATION(S):**

RATIFY issuance of an emergency blanket purchase order authorized by the County Administrator in the amount of \$20,000,000 to secure critical services and supplies necessary to respond to the COVID-19 pandemic in Contra Costa County.

**FISCAL IMPACT:**

Up to \$20,000,000. 100% General Fund. A portion of this amount may end up being reimburseable by state or federal government disaster reimbursement programs.

**BACKGROUND:**

Contra Costa County, along with Health Officers from the Bay Area, have announced a Public Health Order that requires residents to stay home to limit the spread of the novel coronavirus, also known as COVID-19. This order is in effect until April 7, 2020. It may be extended depending on recommendations from public health officials. This is a critical intervention to reduce harm from the spread of the coronavirus in our community. All Bay Area Health Officers observed quickly mounting cases and serious illnesses across the region. Because the virus spreads so easily, without dramatic intervention like this Order, it would result in so many people needing medical

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Timothy Ewell, (925)  
335-1036

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

By: , Deputy

cc: Bob Campbell, Auditor-Controller, Brian Balbas, Public Works Director

BACKGROUND: (CONT'D)

attention in a hospital setting that our hospitals will be overwhelmed. The County may not have enough beds or equipment to adequately care for the most seriously ill. And health care workers and other first responders, countywide, are also at risk. If those healthcare workers and first responders get sick there are fewer people to provide health care and first response services during the pandemic.

The County has activated the Emergency Operations Center (EOC) and several Department Operations Centers (DOC) to assist in the response to the pandemic. Those operations centers are the hub for procurement and distribution of services and equipment necessary to respond to the emergency. In support of this, the County Administrator, in his capacity of Administrator of Emergency Services (County Code Section 42-2.602) issued an emergency blanket purchase order in the amount of \$20 million on Friday, March 20, 2020 for the procurement of services and supplies necessary to facilitate the COVID-19 response within the County. This emergency procurement is authorized as part of the County Administrator's emergency powers outlined in County Code Section 42-2.808(c), among other authorities. The issuance of this emergency blanket purchase order expedites the acquisition of goods and services for faster deployment to the field. To track these costs, two cost centers have been operationalized to track County costs related to the emergency response; one in the Hospital Enterprise Fund I for Health Services department related costs and one in the General Fund to track all other County departments. As purchases are made, suppliers will be provided requisition requests together with documentation establishing the requisition is being made under the blanket purchase order, to ensure the terms of the blanket purchase order apply to each purchase.

When practicable, services necessary to respond to this emergency will be procured using existing or new services contracts. Costs incurred under services contracts are not included in the above \$20 million authorization, but any response costs incurred under services contracts will be tracked for FEMA reimbursement purposes. In emergency and time-sensitive situations, services can be purchased under the blanket purchase order and charged against the above \$20 million authorization.

Today's action requests the Board of Supervisors ratify the emergency action of the County Administrator to issue an emergency blanket purchase order for COVID-19 response activities within the County.

CONSEQUENCE OF NEGATIVE ACTION:

The emergency blanket purchase order will not be formally approved by the Board of Supervisors.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Agreement #23-597-2 with Bitfocus, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director or designee, to execute on behalf of the County, Software and Services Agreement #23-597-2 with Bitfocus, Inc., a Nevada corporation, in an amount not to exceed \$276,036, for the licensing, hosting and support for the Contractor’s Homeless Management Information System application, for the period October 18, 2019 through October 17, 2022.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**

On October 18, 2016, the Board of Supervisors approved Contract #23-597 (as amended by Amendment #23-597-1) with Bitfocus, Inc., for the implementation, licensing and hosting for the Contractor’s Homeless Management Information system, for the period from October 18, 2016 through October 17, 2019.

Approval of Contract #23-597-2 will allow the Contractor to provide additional software licensing, hosting and support and maintenance services through October 17, 2022.

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

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Patrick Wilson,  
925-335-8777

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, the Health Services Department's Information Systems Unit will not receive the software support and maintenance services needed for Homeless Management Information System application.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 31, 2020

Subject: SightLife

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to enter into an Agreement with SightLife, for the release and removal of donor tissue by Sightlife, for the period of May 1, 2020 through April 30, 2022.

**FISCAL IMPACT:**

No impact.

**BACKGROUND:**

The Office of the Sheriff-Coroner is authorized by law under the California "Uniform Anatomical Gift Act" (Health and Safety Code Section 7150 et seq.) to release and permit the removal of various part or parts of a decedent's body within the Coroner's custody for transplantation. During the normal course of the Office of the Sheriff-Coroner's business, County has access to potential eye and tissue donors that could potentially be used for transplantation. County and SightLife seek to continue to work in a cooperative relationship to ensure the timely retrieval, processing, preservation, storage, and distribution of various eye and tissue donations.

**CONSEQUENCE OF NEGATIVE ACTION:**

The consequence of a negative action would not allow us to have an Agreement in place and to not be in compliance with the Uniform Anatomical Gift Act (Health and Safety Code Section 7150 et seq.).

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Sandra Brown  
925-335-1553

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

By: , Deputy

cc:







Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: CONTINUE EXTENSION OF EMERGENCY DECLARATION REGARDING HOMELESSNESS

---

**RECOMMENDATION(S):**

CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

**FISCAL IMPACT:**

There is no fiscal impact for this action.

**BACKGROUND:**

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County.

Government Code Section 8630 requires that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 60 days until the local emergency is terminated. The Board of Supervisors last reviewed and continued the emergency declaration on January 21, 2020. Nevertheless, with the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, the emergency situation still exists and it is, therefore, appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Julie Enea, (925)  
335-1910

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

By: , Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: Individual Training Accounts For Job Training

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to process an increased amount of payments related to mandatory training requirements set forth by the Workforce Innovation and Opportunity Act (WIOA) legislation. Payments include tuition and training related vendor payments to schools and training providers on behalf of participants enrolled in Individual Training Accounts, for job training. It also includes the ability to execute contracts with local employers to allow for partial reimbursement of expenses employers incur to hire and provide on-the-job training to participants for July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

This Board action will increase department expenditures by \$200,000 for the Fiscal Year 2019-2020, for an amount not to exceed \$625,000 per annum. Funding is 100% Federal WIOA funds (CFDA Nos.17.258, 17.259, 17.278).

**BACKGROUND:**

Workforce Innovation and Opportunity Act, Public Law 113-128, training services to Adult and Dislocated Workers mandates the provision of training services.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Donna P. Van Wert  
671-4514

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

An Individual Training Account (ITA) for job training is a training service for participants enrolled in the Adult and Dislocated Worker programs as well as for participants in other special extraneous grants. Training services are provided through the America's Job Centers of California (AJCC), historically known as the One-Stop Career Centers, and are available to eligible job seeker participants who are determined to be in need of training and are unable to obtain assistance from other sources. Eligible participants are enrolled into WIOA and/or special extraneous grants, accessed for training needs, and placed in occupational trainings with approved schools and vendors. The vendors offering trainings must register and have their training evaluated by the California Employment & Development Department (CA EDD) to be placed on the Eligible Training Provider List (ETPL). Through ITA's, participants receive occupational skills that lead to industry recognized certificates, credentials, licenses or degrees.

On-the-Job Training (OJT) is an allowable and fundable activity under the federal WIOA. Program participants are eligible for and enrolled in the WIOA program and are hired as regular full-time employees by local employers and trained for the positions in which they are placed. Employers are responsible for payroll, associated taxes and worker's compensation for each OJT program participant as outlined in a Master Worksite Agreement. Through the Master Worksite Agreement/OJT contract, occupational training is provided for participants in exchange for reimbursement ranging from up to 50% to 75% percent of the wage rate to offset the employer's training costs for a specific period of time. In addition to a training plan of the skills to be learned, the OJT contract sets forth the duration of the contract (based on the participants training needs) and the reimbursement rate (based on participant's characteristics or barriers to employment).

Positive Features/Intent of OJT Program are:

1. The OJT program helps employers recruit, pre-screen, hire and train new employees in the specific skills that are needed to help the business thrive and
2. The participant starts as a permanent employee, receives training in a work setting while gaining knowledge of the job and acquiring and applying occupational skills

Reimbursement invoices/demands are submitted for each client employed through the OJT Program. Invoices are reviewed by Workforce Development Board staff for accuracy and submitted to the Employment and Human Services Fiscal Unit for payment. On July 23, 2019, the Board approved a payment limit of \$425,000 for this program. This Board action would increase the payment limit by \$200,000, to a limit of \$625,000.

## CONSEQUENCE OF NEGATIVE ACTION:

Without approval, participants in WIOA and/or special extraneous grant programs will not have access to classroom instruction and job trainings that lead to self-sufficiency, which would adversely impact these participants. Local businesses will have fewer qualified candidates for positions, and the local Workforce Development Board will be out of compliance with WIOA Section 134, by not meeting expenditure requirements.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: March 31, 2020

Subject: In-Home Supportive Services Public Authority Advisory Council Stipends

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay each of up to eleven (11) In-Home Supportive Services (IHSS) Public Authority (PA) Advisory Council members \$24 per meeting not to exceed three (3) meetings per month for the 12-month period of July 1, 2020 through June 30, 2021 for a total cost for 11 members not to exceed \$5,808 in stipends to defray meeting attendance costs.

**FISCAL IMPACT:**

\$5,808: In-Home Supportive Services (IHSS) funds. (50% Federal, 40% State, 10% County)

**BACKGROUND:**

The In-Home Supportive Services (IHSS) Public Authority (PA) Advisory Council (AC) members receive \$24 stipends to attend AC meetings paid through the Auditor-Controller's office to defray attendance costs of members. The action is recommended by the IHSS Public Authority Advisory Board.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without stipends, meeting costs may be prohibitive to member attendance.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Elaine Burres  
608-4960

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Robert Campbell, Auditor-Controller  
Date: March 31, 2020

Subject: DISTRIBUTION OF STATE HIGHWAY PROPERTY RENTAL REVENUE

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to distribute the 2018-19 State Highway property rental revenue in the amount of \$100,088.40 to the County Road Fund and to eligible cities pursuant to the provisions of Section 104.10 of the Streets and Highways Code, as follows: County Road Fund \$92,012.40; City of Lafayette \$7,176.00; City of Walnut Creek \$900.00.

**FISCAL IMPACT:**

This action has no impact on the General Fund. The County Road Fund will receive \$92,012.40.

**BACKGROUND:**

Section 104.6 of the Streets and Highways Code authorizes the State Department of Transportation to lease any lands it holds which are not presently needed for State Highway purposes and provides that 24 percent of such rental revenue shall be allocated pursuant to Section 104.10. Section 104.13 provides that all funds distributed to the County shall be deemed to be in full or partial payment of the possessory interest taxes due on such leased properties. The recommended distribution is in accordance with those State laws.

**CONSEQUENCE OF NEGATIVE ACTION:**

The funds will not be distributed.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Joanne Bohren, (925)  
335-8610

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

By: , Deputy

cc:

ATTACHMENTS

State Highway Property Rental  
Revenue

DISTRIBUTION OF 2018-19 HIGHWAY PROPERTY RENTAL REVENUE  
(Right of Way Rental Income)

|                      |                            |
|----------------------|----------------------------|
| County Road Fund     | \$92,012.40                |
| City of Lafayette    | \$7,176.00                 |
| City of Walnut Creek | <u>\$900.00</u>            |
| <b>TOTAL</b>         | <u><u>\$100,088.40</u></u> |





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: March 31, 2020

Subject: Approve and Authorize the County Librarian to close all branches of the County Library in accordance with amended 2020 holiday and training schedule

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Librarian, or designee, to close all branches of the County Library according to the holiday and training schedule outlined in the attached "Amended 2020 Library Closures" list.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

On November 12, 2019, the Board approved the Library Closure List for 2020. This closure list is based on the holidays approved by the County Administrator's Office with additional days surrounding these holidays due to a determination of minimal library staff on those days.

The amendment being made to this list is the addition of one closure day, Sunday July 5, 2020, the day after the July 4th holiday. Library administration has determined that July 5th is an appropriate closure day due to libraries being closed the preceding Friday and Saturday. Typically, regular scheduled staff seek to take time off during this holiday. Likewise, permanent-intermittent staff have been less inclined to select those

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Samuel Treanor at (925)  
608-7702

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

days to work. This results in staffing challenges that make it difficult to ensure community libraries remain open.

The Amended Library Closures list is created and submitted (attached) for approval.

CONSEQUENCE OF NEGATIVE ACTION:

The library will experience significant staffing shortages on Sunday July 5, making it difficult or impossible to open community libraries that day.

ATTACHMENTS

Amended Closures



## Amended Closures for January 1, 2020 through December 31, 2020

|                              |                                |                                  |
|------------------------------|--------------------------------|----------------------------------|
| Wednesday, January 1, 2020   | New Year's Day                 | All libraries closed (holiday)   |
| Monday, January 20, 2020     | Dr. Martin Luther King Jr. Day | All libraries closed (holiday)   |
| Monday, February 17, 2020    | President's Day                | All libraries closed (holiday)   |
| Sunday, April 12, 2020       | Easter                         | All libraries closed             |
| Sunday, May 10, 2020         | Mother's Day                   | All libraries closed             |
| Sunday, May 24, 2020         |                                | All libraries closed             |
| Monday, May 25, 2020         | Memorial Day                   | All libraries closed (holiday)   |
| Friday, July 3, 2020         |                                | All libraries closed (holiday)   |
| Saturday, July 4, 2020       | Independence Day               | All libraries closed             |
| Sunday, July 5, 2020         |                                | All libraries closed             |
| Sunday, September 6, 2020    |                                | All libraries closed             |
| Monday, September 7, 2020    | Labor Day                      | All libraries closed (holiday)   |
| Monday, October 12, 2020     | All Staff Training Day         | All libraries closed             |
| Wednesday, November 11, 2020 | Veteran's Day                  | All libraries closed             |
| Wednesday, November 25, 2020 | (day before Thanksgiving)      | All libraries close at 6:00 p.m. |
| Thursday, November 26, 2020  | Thanksgiving Day               | All libraries closed (holiday)   |
| Thursday, December 24, 2020  | Christmas Eve                  | All libraries closed (holiday)   |
| Friday, December 25, 2020    | Christmas Day                  | All libraries closed (holiday)   |
| Thursday, December 31, 2020  | New Year's Eve                 | All libraries close at 5:00 p.m. |



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Amendment #26-576-8 with Carrington College

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-576-8 with Carrington College, an educational institution, effective June 30, 2020, to amend Contract #26-576-3 (as amended by amendments #26-576-4 through #26-576-7) to add a medical laboratory assistant classification, with no change in the original term of July 1, 2012 through June 30, 2024.

**FISCAL IMPACT:**

There is no fiscal impact for this agreement.

**BACKGROUND:**

On October 16, 2012, the Board of Supervisors approved Contract #26-576-3 (as amended by Amendments #26-576-4 through #26-576-7) with Carrington College for the provision of supervised field instruction experience for various health care disciplines with Contra Costa Health Services, for the period from July 1, 2012 through June 30, 2024.

Approval of Contract Amendment Agreement #26-576-8 will modify the Amendment Specifications to add a medical laboratory assistant classification to receive field instruction at Contra Costa Regional Medical Center and Contra Costa Health Centers, through June 30, 2024.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

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

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor's students will not receive medical laboratory assistant supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers.



Contra  
Costa  
County

To: Board of Supervisors  
From: Russell Watts, Treasurer-Tax Collector  
Date: March 31, 2020

Subject: Terminate Contract with KUBRA America West, Inc. for Electronic Payment Management and Processing Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Treasurer-Tax Collector, or designee, to issue a written notice to KUBRA West, Inc. to terminate the contract between the Treasurer-Tax Collector and KUBRA West, Inc. for electronic payment management and process services, effective at the close of business on June 30, 2020.

**FISCAL IMPACT:**

There will be a modest cost savings as there will not be a fee for electronic checks with the new payment processing provider.

**BACKGROUND:**

On September 17, 2019, the Board of Supervisors approved a contract with Grant Street Group, Inc. for the processing of property tax payments by credit/debit card and electronic check payments and cashiering system. Grant Street Group will replace the current electronic payment processor, KUBRA America West, Inc. and cashiering system from System Innovators, which has been plagued with high maintenance costs and unreliable maintenance service.

Approval

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Brice Bins,  
957-2848

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

by the Board of Supervisors will allow the Treasurer-Tax Collector's Department to issue a written notice to KUBRA America West, Inc., in accordance with the provisions of Section 17 (Termination) the Special Conditions of the Software and Services Agreement, dated July 1, 2018, between Kubra America West, Inc. and Contra Costa County that the contract is terminated effective at the close of business on June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

The Treasurer-Tax Collector will not be able to terminate the KUBRA America West, Inc. contract and implement the Grant Street Group system.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Deborah R. Cooper, Clerk-Recorder  
Date: March 31, 2020

Subject: DECLARE AND ACCEPT THE RESULTS OF THE MARCH 3, 2020 PRIMARY ELECTION AND DECLARE CANDIDATES ELECTED

---

**RECOMMENDATION(S):**

DECLARE and ACCEPT the results of the March 3, 2020 Primary Election as recommended by the County Clerk-Recorder and Registrar; and DECLARE the candidates elected shown on the attached report and on file in the Contra Costa Elections Division.

**FISCAL IMPACT:**

None

**BACKGROUND:**

Elections Code section 15372 requires the Elections Official to prepare a Certified Statement of Results of the election and submit to the Governing Body within 30 days of the election. A certified Statement of Votes is attached to this Board Order.

Elections Code section 15400 requires the Governing Body to declare elected to each office, the persons who was elected as listed on the attached document.

**CONSEQUENCE OF NEGATIVE ACTION:**

These measures and/or candidates will not be approved, as provided by law.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Rosa Mena,  
925.335.7806

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

By: , Deputy

cc:



ATTACHMENTS

Election Night Results 03/03/20

**CONTRA COSTA COUNTY  
PRESIDENTIAL PRIMARY ELECTION  
TUESDAY, MARCH 3, 2020  
Unofficial Results - Election Night Final**

| Electors Group       | Counting Group | Cards Cast | Voters Cast | Registered Voters | Turnout |
|----------------------|----------------|------------|-------------|-------------------|---------|
| DEMOCRATIC           | Vote By Mail   | 221,514    | 74,235      | 336,575           | 22.06%  |
|                      | Election Day   | 124,185    | 41,441      |                   | 12.31%  |
|                      | Total          | 345,699    | 115,676     |                   | 34.37%  |
| REPUBLICAN           | Vote By Mail   | 101,882    | 34,074      | 127,256           | 26.78%  |
|                      | Election Day   | 31,048     | 10,356      |                   | 8.14%   |
|                      | Total          | 132,930    | 44,430      |                   | 34.91%  |
| AMERICAN INDEPENDENT | Vote By Mail   | 10,444     | 3,476       | 19,119            | 18.18%  |
|                      | Election Day   | 2,488      | 829         |                   | 4.34%   |
|                      | Total          | 12,932     | 4,305       |                   | 22.52%  |
| GREEN                | Vote By Mail   | 809        | 271         | 2,677             | 10.12%  |
|                      | Election Day   | 465        | 155         |                   | 5.79%   |
|                      | Total          | 1,274      | 426         |                   | 15.91%  |
| LIBERTARIAN          | Vote By Mail   | 2,306      | 772         | 5,046             | 15.30%  |
|                      | Election Day   | 807        | 269         |                   | 5.33%   |
|                      | Total          | 3,113      | 1,041       |                   | 20.63%  |
| NO PARTY PREFERENCE  | Vote By Mail   | 28,507     | 9,388       | 164,386           | 5.71%   |
|                      | Election Day   | 4,249      | 1,416       |                   | 0.86%   |
|                      | Total          | 32,756     | 10,804      |                   | 6.57%   |
| PEACE AND FREEDOM    | Vote By Mail   | 327        | 108         | 2,214             | 4.88%   |
|                      | Election Day   | 150        | 50          |                   | 2.26%   |
|                      | Total          | 477        | 158         |                   | 7.14%   |
| Total                | Vote By Mail   | 365,789    | 122,324     | 657,273           | 18.61%  |
|                      | Election Day   | 163,392    | 54,516      |                   | 8.29%   |
|                      | Total          | 529,181    | 176,840     |                   | 26.91%  |

Precincts Reported: 855 of 855 (100.00%)

Voters Cast: 176,840 of 657,273 (26.91%)

Cards Cast: 529,181

# DEMOCRATIC PARTY PRESIDENTIAL PREFERENCE (Vote for 1) DEM

Precincts Reported: 855 of 855 (100.00%)

|            | Vote By Mail | Election Day | Total             |        |
|------------|--------------|--------------|-------------------|--------|
| Times Cast | 74,235       | 41,441       | 115,676 / 336,575 | 34.37% |

| Candidate                      | Party | Vote By Mail | Election Day | Total   |        |
|--------------------------------|-------|--------------|--------------|---------|--------|
| BERNIE SANDERS                 | DEM   | 18,022       | 12,339       | 30,361  | 26.68% |
| JOSEPH R. BIDEN                | DEM   | 12,165       | 17,773       | 29,938  | 26.31% |
| MICHAEL R. BLOOMBERG           | DEM   | 17,390       | 4,258        | 21,648  | 19.02% |
| ELIZABETH WARREN               | DEM   | 8,223        | 5,556        | 13,779  | 12.11% |
| PETE BUTTIGIEG                 | DEM   | 7,470        | 117          | 7,587   | 6.67%  |
| AMY KLOBUCHAR                  | DEM   | 4,884        | 97           | 4,981   | 4.38%  |
| TOM STEYER                     | DEM   | 2,891        | 164          | 3,055   | 2.68%  |
| ANDREW YANG                    | DEM   | 839          | 104          | 943     | 0.83%  |
| TULSI GABBARD                  | DEM   | 536          | 299          | 835     | 0.73%  |
| CORY BOOKER                    | DEM   | 102          | 26           | 128     | 0.11%  |
| MICHAEL BENNET                 | DEM   | 74           | 23           | 97      | 0.09%  |
| JULIÁN CASTRO                  | DEM   | 69           | 23           | 92      | 0.08%  |
| MARIANNE WILLIAMSON            | DEM   | 51           | 27           | 78      | 0.07%  |
| ROQUE "ROCKY" DE LA FUENTE III | DEM   | 47           | 13           | 60      | 0.05%  |
| JOHN K. DELANEY                | DEM   | 41           | 9            | 50      | 0.04%  |
| MOSIE BOYD                     | DEM   | 34           | 15           | 49      | 0.04%  |
| JOE SESTAK                     | DEM   | 31           | 12           | 43      | 0.04%  |
| MARK STEWART GREENSTEIN        | DEM   | 23           | 8            | 31      | 0.03%  |
| DEVAL PATRICK                  | DEM   | 23           | 7            | 30      | 0.03%  |
| MICHAEL A. ELLINGER            | DEM   | 15           | 6            | 21      | 0.02%  |
| Total Votes                    |       | 72,930       | 40,876       | 113,806 |        |

|                        |          | Vote By Mail | Election Day | Total |       |
|------------------------|----------|--------------|--------------|-------|-------|
| NAKIA L. ANTHONY       | WRITE-IN | 0            | 0            | 0     | 0.00% |
| DAPHNE DENISE BRADFORD | WRITE-IN | 0            | 0            | 0     | 0.00% |
| WILLIE FELIX CARTER    | WRITE-IN | 0            | 0            | 0     | 0.00% |
| MICHAEL DENAME         | WRITE-IN | 0            | 0            | 0     | 0.00% |
| JEFFREY H. DROBMAN     | WRITE-IN | 0            | 0            | 0     | 0.00% |
| ROBERT JORDAN          | WRITE-IN | 0            | 0            | 0     | 0.00% |
| HEATHER MARIE STAGG    | WRITE-IN | 0            | 0            | 0     | 0.00% |

## REPUBLICAN PARTY PRESIDENTIAL PREFERENCE (Vote for 1) REP

Precincts Reported: 855 of 855 (100.00%)

|                            |       | Vote By Mail | Election Day | Total                   |        |
|----------------------------|-------|--------------|--------------|-------------------------|--------|
| Times Cast                 |       | 34,074       | 10,356       | 44,430 / 127,256 34.91% |        |
| Candidate                  | Party | Vote By Mail | Election Day | Total                   |        |
| DONALD J. TRUMP            | REP   | 27,106       | 8,358        | 35,464                  | 88.95% |
| BILL WELD                  | REP   | 1,350        | 365          | 1,715                   | 4.30%  |
| JOE WALSH                  | REP   | 1,105        | 432          | 1,537                   | 3.86%  |
| ROQUE "ROCKY" DE LA FUENTE | REP   | 313          | 125          | 438                     | 1.10%  |
| ROBERT ARDINI              | REP   | 232          | 55           | 287                     | 0.72%  |
| MATTHEW JOHN MATERN        | REP   | 227          | 52           | 279                     | 0.70%  |
| ZOLTAN G. ISTVAN           | REP   | 112          | 37           | 149                     | 0.37%  |
| Total Votes                |       | 30,445       | 9,424        | 39,869                  |        |

|                        |          | Vote By Mail | Election Day | Total |       |
|------------------------|----------|--------------|--------------|-------|-------|
| DENIS C. GRASSKA       | WRITE-IN | 0            | 0            | 0     | 0.00% |
| ROBERT LEE MANNING JR. | WRITE-IN | 0            | 0            | 0     | 0.00% |

## AMERICAN INDEPENDENT PARTY PRESIDENTIAL PREFERENCE (Vote for 1) AIP

Precincts Reported: 855 of 855 (100.00%)

|                            |       | Vote By Mail | Election Day | Total                 |        |
|----------------------------|-------|--------------|--------------|-----------------------|--------|
| Times Cast                 |       | 3,476        | 829          | 4,305 / 19,119 22.52% |        |
| Candidate                  | Party | Vote By Mail | Election Day | Total                 |        |
| PHIL COLLINS               | AIP   | 313          | 100          | 413                   | 36.01% |
| DON BLANKENSHIP            | AIP   | 201          | 60           | 261                   | 22.76% |
| ROQUE "ROCKY" DE LA FUENTE | AIP   | 142          | 44           | 186                   | 16.22% |
| J.R. MYERS                 | AIP   | 118          | 30           | 148                   | 12.90% |
| CHARLES KRAUT              | AIP   | 113          | 26           | 139                   | 12.12% |
| Total Votes                |       | 887          | 260          | 1,147                 |        |

## GREEN PARTY PRESIDENTIAL PREFERENCE (Vote for 1) GRN

Precincts Reported: 855 of 855 (100.00%)

|                           |          | Vote By Mail | Election Day | Total       |        |
|---------------------------|----------|--------------|--------------|-------------|--------|
| Times Cast                |          | 271          | 155          | 426 / 2,677 | 15.91% |
| Candidate                 | Party    | Vote By Mail | Election Day | Total       |        |
| HOWIE HAWKINS             | GRN      | 40           | 27           | 67          | 31.90% |
| DENNIS LAMBERT            | GRN      | 33           | 17           | 50          | 23.81% |
| DARIO HUNTER              | GRN      | 26           | 16           | 42          | 20.00% |
| SEDINAM MOYOWASIFZA-CURRY | GRN      | 22           | 15           | 37          | 17.62% |
| DAVID ROLDE               | GRN      | 8            | 6            | 14          | 6.67%  |
| Total Votes               |          | 129          | 81           | 210         |        |
|                           |          | Vote By Mail | Election Day | Total       |        |
| KENT MESPLAY              | WRITE-IN | 0            | 0            | 0           | 0.00%  |

## LIBERTARIAN PARTY PRESIDENTIAL PREFERENCE (Vote for 1) LIB

Precincts Reported: 855 of 855 (100.00%)

|                           |          | Vote By Mail | Election Day | Total         |        |
|---------------------------|----------|--------------|--------------|---------------|--------|
| Times Cast                |          | 772          | 269          | 1,041 / 5,046 | 20.63% |
| Candidate                 | Party    | Vote By Mail | Election Day | Total         |        |
| JACOB HORNBERGER          | LIB      | 77           | 24           | 101           | 17.57% |
| JO JORGENSEN              | LIB      | 55           | 12           | 67            | 11.65% |
| VERMIN SUPREME            | LIB      | 44           | 20           | 64            | 11.13% |
| KEN ARMSTRONG             | LIB      | 39           | 24           | 63            | 10.96% |
| SAM ROBB                  | LIB      | 41           | 10           | 51            | 8.87%  |
| ADAM KOKESH               | LIB      | 34           | 12           | 46            | 8.00%  |
| KIM RUFF                  | LIB      | 31           | 13           | 44            | 7.65%  |
| MAX ABRAMSON              | LIB      | 28           | 14           | 42            | 7.30%  |
| DAN BEHRMAN               | LIB      | 18           | 12           | 30            | 5.22%  |
| STEVEN A RICHEY           | LIB      | 15           | 5            | 20            | 3.48%  |
| SOURAYA FAAS              | LIB      | 12           | 5            | 17            | 2.96%  |
| KEENAN WALLACE DUNHAM     | LIB      | 8            | 7            | 15            | 2.61%  |
| ERIK CHASE GERHARDT       | LIB      | 10           | 5            | 15            | 2.61%  |
| Total Votes               |          | 412          | 163          | 575           |        |
|                           |          | Vote By Mail | Election Day | Total         |        |
| SORINNE ARDELEANU         | WRITE-IN | 0            | 0            | 0             | 0.00%  |
| NICHOLAS D'ARTAGNAN DUMAS | WRITE-IN | 0            | 0            | 0             | 0.00%  |
| GEBY EVA ESPÍNOSA         | WRITE-IN | 0            | 0            | 0             | 0.00%  |
| JAMES ORLANDO OGLE        | WRITE-IN | 0            | 0            | 0             | 0.00%  |

## PEACE AND FREEDOM PARTY PRESIDENTIAL PREFERENCE (Vote for 1) PFR

Precincts Reported: 855 of 855 (100.00%)

|                | Vote By Mail | Election Day | Total        |       |        |
|----------------|--------------|--------------|--------------|-------|--------|
| Times Cast     | 108          | 50           | 158 / 2,214  | 7.14% |        |
| Candidate      | Party        | Vote By Mail | Election Day | Total |        |
| GLORIA LA RIVA | PFR          | 50           | 13           | 63    | 74.12% |
| HOWIE HAWKINS  | PFR          | 14           | 8            | 22    | 25.88% |
| Total Votes    |              | 64           | 21           | 85    |        |

## UNITED STATES REPRESENTATIVE, DISTRICT 5 (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

|                   | Vote By Mail | Election Day | Total           |        |        |
|-------------------|--------------|--------------|-----------------|--------|--------|
| Times Cast        | 9,638        | 4,589        | 14,227 / 57,554 | 24.72% |        |
| Candidate         | Party        | Vote By Mail | Election Day    | Total  |        |
| MIKE THOMPSON     | DEM          | 5,461        | 2,675           | 8,136  | 62.58% |
| SCOTT GIBLIN      | REP          | 2,003        | 622             | 2,625  | 20.19% |
| JOHN WESLEY TYLER | DEM          | 1,075        | 653             | 1,728  | 13.29% |
| JASON KISHINEFF   | DEM          | 342          | 169             | 511    | 3.93%  |
| Total Votes       |              | 8,881        | 4,119           | 13,000 |        |

## UNITED STATES REPRESENTATIVE, DISTRICT 9 (Vote for 1)

Precincts Reported: 144 of 144 (100.00%)

|                          | Vote By Mail | Election Day | Total            |        |        |
|--------------------------|--------------|--------------|------------------|--------|--------|
| Times Cast               | 19,944       | 7,844        | 27,788 / 116,317 | 23.89% |        |
| Candidate                | Party        | Vote By Mail | Election Day     | Total  |        |
| JERRY MCNERNEY           | DEM          | 10,529       | 4,452            | 14,981 | 57.44% |
| WILLIAM MARTINEK         | REP          | 4,204        | 1,473            | 5,677  | 21.77% |
| ANTONIO C. 'TONY' AMADOR | REP          | 4,023        | 1,401            | 5,424  | 20.80% |
| Total Votes              |              | 18,756       | 7,326            | 26,082 |        |
|                          | Party        | Vote By Mail | Election Day     | Total  |        |
| CRYSTAL SAWYER WHITE     | WRITE-IN     | 0            | 0                | 0      | 0.00%  |

## UNITED STATES REPRESENTATIVE, DISTRICT 11 (Vote for 1)

Precincts Reported: 538 of 538 (100.00%)

|                     | Vote By Mail | Election Day | Total             |         |        |
|---------------------|--------------|--------------|-------------------|---------|--------|
| Times Cast          | 84,625       | 38,831       | 123,456 / 436,525 | 28.28%  |        |
| Candidate           | Party        | Vote By Mail | Election Day      | Total   |        |
| MARK DESAULNIER     | DEM          | 53,534       | 25,442            | 78,976  | 68.50% |
| NISHA SHARMA        | REP          | 21,266       | 7,401             | 28,667  | 24.86% |
| MICHAEL ERNEST KERR | GRN          | 4,693        | 2,955             | 7,648   | 6.63%  |
| Total Votes         |              | 79,493       | 35,798            | 115,291 |        |

**UNITED STATES REPRESENTATIVE, DISTRICT 15 (Vote for 1)**

Precincts Reported: 70 of 70 (100.00%)

|                   | Vote By Mail | Election Day | Total           |        |        |
|-------------------|--------------|--------------|-----------------|--------|--------|
| Times Cast        | 8,117        | 3,252        | 11,369 / 46,877 | 24.25% |        |
| Candidate         | Party        | Vote By Mail | Election Day    | Total  |        |
| ERIC SWALWELL     | DEM          | 4,347        | 1,803           | 6,150  | 57.78% |
| ALISON HAYDEN     | REP          | 2,030        | 662             | 2,692  | 25.29% |
| PETER YUAN LIU    | REP          | 612          | 156             | 768    | 7.22%  |
| SAMANTHA CAMPBELL | DEM          | 362          | 286             | 648    | 6.09%  |
| TUAN PHAN         | DEM          | 152          | 58              | 210    | 1.97%  |
| DON J. GRUNDMANN  | NPP          | 85           | 38              | 123    | 1.16%  |
| AUSTIN E. INTAL   | DEM          | 33           | 19              | 52     | 0.49%  |
| Total Votes       | 7,621        | 3,022        | 10,643          |        |        |

**STATE SENATOR, DISTRICT 3 (Vote for 1)**

Precincts Reported: 107 of 107 (100.00%)

|                   | Vote By Mail | Election Day | Total           |        |        |
|-------------------|--------------|--------------|-----------------|--------|--------|
| Times Cast        | 10,501       | 4,612        | 15,113 / 54,530 | 27.72% |        |
| Candidate         | Party        | Vote By Mail | Election Day    | Total  |        |
| BILL DODD         | DEM          | 6,998        | 3,216           | 10,214 | 99.92% |
| Total Votes       | 7,002        | 3,220        | 10,222          |        |        |
|                   | Party        | Vote By Mail | Election Day    | Total  |        |
| CARLOS SANTAMARIA | WRITE-IN     | 4            | 4               | 8      | 0.08%  |
| KAREN I. NYHUS    | WRITE-IN     | 0            | 0               | 0      | 0.00%  |
| JACLYN QIRREH     | WRITE-IN     | 0            | 0               | 0      | 0.00%  |

**STATE SENATOR, DISTRICT 7 (Vote for 1)**

Precincts Reported: 569 of 569 (100.00%)

|               | Vote By Mail | Election Day | Total             |        |        |
|---------------|--------------|--------------|-------------------|--------|--------|
| Times Cast    | 89,913       | 36,700       | 126,613 / 463,608 | 27.31% |        |
| Candidate     | Party        | Vote By Mail | Election Day      | Total  |        |
| STEVE GLAZER  | DEM          | 42,396       | 15,452            | 57,848 | 48.78% |
| JULIE MOBLEY  | REP          | 26,187       | 9,179             | 35,366 | 29.82% |
| MARISOL RUBIO | DEM          | 16,006       | 9,379             | 25,385 | 21.40% |
| Total Votes   | 84,589       | 34,010       | 118,599           |        |        |

**STATE SENATOR, DISTRICT 9 (Vote for 1)**

Precincts Reported: 179 of 179 (100.00%)

|               |          | Vote By Mail | Election Day | Total                   |  |
|---------------|----------|--------------|--------------|-------------------------|--|
| Times Cast    |          | 21,910       | 13,204       | 35,114 / 139,135 25.24% |  |
| Candidate     | Party    | Vote By Mail | Election Day | Total                   |  |
| NANCY SKINNER | DEM      | 16,979       | 10,646       | 27,625 99.99%           |  |
| Total Votes   |          | 16,983       | 10,646       | 27,629                  |  |
|               |          | Vote By Mail | Election Day | Total                   |  |
| JAMIE DLUZAK  | WRITE-IN | 4            | 0            | 4 0.01%                 |  |

**MEMBER OF THE STATE ASSEMBLY, DISTRICT 11 (Vote for 1)**

Precincts Reported: 168 of 168 (100.00%)

|              |          | Vote By Mail | Election Day | Total                   |  |
|--------------|----------|--------------|--------------|-------------------------|--|
| Times Cast   |          | 23,022       | 9,287        | 32,309 / 138,781 23.28% |  |
| Candidate    | Party    | Vote By Mail | Election Day | Total                   |  |
| JIM FRAZIER  | DEM      | 15,687       | 6,543        | 22,230 99.95%           |  |
| Total Votes  |          | 15,699       | 6,543        | 22,242                  |  |
|              |          | Vote By Mail | Election Day | Total                   |  |
| DEBRA SCHWAB | WRITE-IN | 12           | 0            | 12 0.05%                |  |

**MEMBER OF THE STATE ASSEMBLY, DISTRICT 14 (Vote for 1)**

Precincts Reported: 284 of 284 (100.00%)

|                          |       | Vote By Mail | Election Day | Total                   |  |
|--------------------------|-------|--------------|--------------|-------------------------|--|
| Times Cast               |       | 34,548       | 16,582       | 51,130 / 193,669 26.40% |  |
| Candidate                | Party | Vote By Mail | Election Day | Total                   |  |
| TIM GRAYSON              | DEM   | 19,873       | 9,872        | 29,745 63.48%           |  |
| JANELL ELIZABETH PROCTOR | REP   | 10,070       | 3,998        | 14,068 30.02%           |  |
| CASSANDRA DEVEREAUX      | PFR   | 1,904        | 1,142        | 3,046 6.50%             |  |
| Total Votes              |       | 31,847       | 15,012       | 46,859                  |  |

**MEMBER OF THE STATE ASSEMBLY, DISTRICT 15 (Vote for 1)**

Precincts Reported: 169 of 169 (100.00%)

|                     |       | Vote By Mail | Election Day | Total                   |  |
|---------------------|-------|--------------|--------------|-------------------------|--|
| Times Cast          |       | 21,014       | 12,705       | 33,719 / 133,585 25.24% |  |
| Candidate           | Party | Vote By Mail | Election Day | Total                   |  |
| BUFFY WICKS         | DEM   | 14,157       | 8,878        | 23,035 76.34%           |  |
| JEANNE M. SOLNORDAL | REP   | 3,291        | 1,136        | 4,427 14.67%            |  |
| SARA BRINK          | NPP   | 1,582        | 1,131        | 2,713 8.99%             |  |
| Total Votes         |       | 19,030       | 11,145       | 30,175                  |  |



**MEMBER OF THE STATE ASSEMBLY, DISTRICT 16 (Vote for 1)**

Precincts Reported: 234 of 234 (100.00%)

|                     | Vote By Mail | Election Day | Total            |        |        |
|---------------------|--------------|--------------|------------------|--------|--------|
| Times Cast          | 43,740       | 15,942       | 59,682 / 191,238 | 31.21% |        |
| Candidate           | Party        | Vote By Mail | Election Day     | Total  |        |
| REBECCA BAUER-KAHAN | DEM          | 25,090       | 9,750            | 34,840 | 64.31% |
| JOSEPH A. RUBAY     | REP          | 15,017       | 4,317            | 19,334 | 35.69% |
| Total Votes         |              | 40,107       | 14,067           | 54,174 |        |

**DEMOCRATIC COUNTY CENTRAL COMMITTEE, DISTRICT 1 (Vote for 5)  
DEM**

Precincts Reported: 151 of 151 (100.00%)

|                     | Vote By Mail | Election Day | Total            |        |        |
|---------------------|--------------|--------------|------------------|--------|--------|
| Times Cast          | 12,734       | 8,533        | 21,267 / 112,185 | 18.96% |        |
| Candidate           | Party        | Vote By Mail | Election Day     | Total  |        |
| MARIA ALEGRIA       | DEM          | 7,634        | 4,467            | 12,101 | 18.55% |
| GABRIEL QUINTO      | DEM          | 5,525        | 3,066            | 8,591  | 13.17% |
| GENOVEVA CALLOWAY   | DEM          | 5,098        | 3,091            | 8,189  | 12.55% |
| MISTER PHILLIPS     | DEM          | 4,723        | 2,931            | 7,654  | 11.73% |
| CESAR ZEPEDA        | DEM          | 4,496        | 2,665            | 7,161  | 10.98% |
| MICHAEL NYE         | DEM          | 4,147        | 2,504            | 6,651  | 10.19% |
| CHAMPAGNE BROWN     | DEM          | 3,646        | 2,452            | 6,098  | 9.35%  |
| UCHE JUSTIN UWAHEMU | DEM          | 3,784        | 2,118            | 5,902  | 9.05%  |
| Y'ANAD BURRELL      | DEM          | 1,909        | 984              | 2,893  | 4.43%  |
| Total Votes         |              | 40,962       | 24,278           | 65,240 |        |

**DEMOCRATIC COUNTY CENTRAL COMMITTEE, DISTRICT 2 (Vote for 6)  
DEM**

Precincts Reported: 198 of 198 (100.00%)

|                   | Vote By Mail | Election Day | Total            |        |        |
|-------------------|--------------|--------------|------------------|--------|--------|
| Times Cast        | 17,018       | 6,983        | 24,001 / 157,281 | 15.26% |        |
| Candidate         | Party        | Vote By Mail | Election Day     | Total  |        |
| RENÉE ZEIMER      | DEM          | 9,148        | 3,367            | 12,515 | 15.47% |
| SARAH G. BUTLER   | DEM          | 9,293        | 3,189            | 12,482 | 15.43% |
| KATIE RICKLEFS    | DEM          | 9,264        | 3,186            | 12,450 | 15.39% |
| SUSAN H. HILDRETH | DEM          | 9,036        | 3,324            | 12,360 | 15.28% |
| DIDDO RUTH CLARK  | DEM          | 9,072        | 3,221            | 12,293 | 15.19% |
| BRODIE HILP       | DEM          | 8,391        | 2,796            | 11,187 | 13.83% |
| ERIC FACKRELL     | DEM          | 3,780        | 1,383            | 5,163  | 6.38%  |
| CONNOR O'NEILL    | DEM          | 1,708        | 757              | 2,465  | 3.05%  |
| Total Votes       |              | 59,692       | 21,223           | 80,915 |        |

## DEMOCRATIC COUNTY CENTRAL COMMITTEE, DISTRICT 3 (Vote for 4) DEM

Precincts Reported: 174 of 174 (100.00%)

|                          | Vote By Mail | Election Day | Total            |        |        |
|--------------------------|--------------|--------------|------------------|--------|--------|
| Times Cast               | 10,994       | 4,848        | 15,842 / 132,586 | 11.95% |        |
| Candidate                | Party        | Vote By Mail | Election Day     | Total  |        |
| DEBRA VINSON             | DEM          | 6,112        | 2,299            | 8,411  | 22.13% |
| NICHOLE GARDNER          | DEM          | 5,181        | 2,113            | 7,294  | 19.19% |
| TONY TISCARENO           | DEM          | 4,938        | 1,768            | 6,706  | 17.65% |
| THUY DAOJENSEN           | DEM          | 4,113        | 1,634            | 5,747  | 15.12% |
| WARREN LUTZ              | DEM          | 4,052        | 1,576            | 5,628  | 14.81% |
| RAYMOND DAPO<br>ODUNLAMI | DEM          | 3,021        | 1,196            | 4,217  | 11.10% |
| Total Votes              | 27,417       | 10,586       | 38,003           |        |        |

## DEMOCRATIC COUNTY CENTRAL COMMITTEE, DISTRICT 4 (Vote for 5) DEM

Precincts Reported: 144 of 144 (100.00%)

|                                   | Vote By Mail | Election Day | Total            |        |        |
|-----------------------------------|--------------|--------------|------------------|--------|--------|
| Times Cast                        | 14,128       | 7,617        | 21,745 / 136,942 | 15.88% |        |
| Candidate                         | Party        | Vote By Mail | Election Day     | Total  |        |
| SUE HAMILL                        | DEM          | 7,736        | 3,519            | 11,255 | 17.75% |
| CHARLES F CARPENTER               | DEM          | 6,544        | 3,190            | 9,734  | 15.35% |
| EDI BIRSAN                        | DEM          | 5,851        | 2,621            | 8,472  | 13.36% |
| MELANIE SETON SMITH               | DEM          | 5,202        | 2,447            | 7,649  | 12.06% |
| REBECCA JEANNE YAMADA<br>AUERBACH | DEM          | 4,837        | 2,279            | 7,116  | 11.22% |
| VICTOR R. ORTIZ                   | DEM          | 4,693        | 2,256            | 6,949  | 10.96% |
| KENJI AUERBACH YAMADA             | DEM          | 4,212        | 2,060            | 6,272  | 9.89%  |
| ENA SILVA                         | DEM          | 4,019        | 1,944            | 5,963  | 9.40%  |
| Total Votes                       | 43,094       | 20,316       | 63,410           |        |        |

## DEMOCRATIC COUNTY CENTRAL COMMITTEE, DISTRICT 5 (Vote for 4) DEM

Precincts Reported: 188 of 188 (100.00%)

|                              | Vote By Mail | Election Day | Total            |        |        |
|------------------------------|--------------|--------------|------------------|--------|--------|
| Times Cast                   | 11,118       | 5,990        | 17,108 / 118,279 | 14.46% |        |
| Candidate                    | Party        | Vote By Mail | Election Day     | Total  |        |
| ANAMARIE AVILA FARIAS        | DEM          | 6,314        | 3,091            | 9,405  | 22.18% |
| NADINE GRACE PEYRUCAIN       | DEM          | 5,474        | 2,399            | 7,873  | 18.57% |
| JOHN STEVENS                 | DEM          | 4,954        | 2,479            | 7,433  | 17.53% |
| COURTNEY MASELLA-<br>O'BRIEN | DEM          | 4,383        | 2,208            | 6,591  | 15.55% |
| RICHARD (RICH) VERRILLI      | DEM          | 4,536        | 1,823            | 6,359  | 15.00% |
| RYAN H. APPERSON             | DEM          | 3,257        | 1,478            | 4,735  | 11.17% |
| Total Votes                  | 28,918       | 13,478       | 42,396           |        |        |

**JUDGE OF THE SUPERIOR COURT (Vote for 1)**

Precincts Reported: 855 of 855 (100.00%)

|                          | Vote By Mail | Election Day | Total                    |         |        |
|--------------------------|--------------|--------------|--------------------------|---------|--------|
| Times Cast               | 122,069      | 54,459       | 176,528 / 657,273 26.86% |         |        |
| Candidate                | Party        | Vote By Mail | Election Day             | Total   |        |
| SUSANNE M. FENSTERMACHER | NPP          | 78,231       | 29,281                   | 107,512 | 74.42% |
| PEZHMAN PAKNESHAN        | NPP          | 23,525       | 13,436                   | 36,961  | 25.58% |
| Total Votes              | 101,756      | 42,717       | 144,473                  |         |        |

**SUPERVISOR, DISTRICT 2 (Vote for 1)**

Precincts Reported: 198 of 198 (100.00%)

|                  | Vote By Mail | Election Day | Total                   |        |         |
|------------------|--------------|--------------|-------------------------|--------|---------|
| Times Cast       | 36,236       | 13,047       | 49,283 / 157,281 31.33% |        |         |
| Candidate        | Party        | Vote By Mail | Election Day            | Total  |         |
| CANDACE ANDERSEN | NPP          | 25,882       | 8,868                   | 34,750 | 100.00% |
| Total Votes      | 25,882       | 8,868        | 34,750                  |        |         |

**SUPERVISOR, DISTRICT 3 (Vote for 1)**

Precincts Reported: 174 of 174 (100.00%)

|              | Vote By Mail | Election Day | Total                   |        |        |
|--------------|--------------|--------------|-------------------------|--------|--------|
| Times Cast   | 23,203       | 8,830        | 32,033 / 132,586 24.16% |        |        |
| Candidate    | Party        | Vote By Mail | Election Day            | Total  |        |
| DIANE BURGIS | NPP          | 12,982       | 5,036                   | 18,018 | 66.49% |
| PAUL SEGER   | NPP          | 6,754        | 2,326                   | 9,080  | 33.51% |
| Total Votes  | 19,736       | 7,362        | 27,098                  |        |        |

**SUPERVISOR, DISTRICT 5 (Vote for 1)**

Precincts Reported: 188 of 188 (100.00%)

|                | Vote By Mail | Election Day | Total                   |        |        |
|----------------|--------------|--------------|-------------------------|--------|--------|
| Times Cast     | 18,357       | 8,802        | 27,159 / 118,279 22.96% |        |        |
| Candidate      | Party        | Vote By Mail | Election Day            | Total  |        |
| FEDERAL GLOVER | NPP          | 8,229        | 3,665                   | 11,894 | 48.96% |
| GUS S. KRAMER  | NPP          | 4,469        | 2,149                   | 6,618  | 27.24% |
| SEAN TRAMBLEY  | NPP          | 3,888        | 1,893                   | 5,781  | 23.80% |
| Total Votes    | 16,586       | 7,707        | 24,293                  |        |        |

**PROPOSITION 13 (Vote for 1)**

Precincts Reported: 855 of 855 (100.00%)

|             | Vote By Mail | Election Day | Total                    |         |        |
|-------------|--------------|--------------|--------------------------|---------|--------|
| Times Cast  | 122,069      | 54,459       | 176,528 / 657,273 26.86% |         |        |
| Candidate   | Party        | Vote By Mail | Election Day             | Total   |        |
| No          |              | 63,325       | 25,849                   | 89,174  | 52.93% |
| Yes         |              | 53,276       | 26,036                   | 79,312  | 47.07% |
| Total Votes |              | 116,601      | 51,885                   | 168,486 |        |

**J - CONTRA COSTA TRANSPORTATION AUTHORITY (Vote for 1)**

Precincts Reported: 855 of 855 (100.00%)

|             | Vote By Mail | Election Day | Total                    |         |        |
|-------------|--------------|--------------|--------------------------|---------|--------|
| Times Cast  | 121,396      | 54,417       | 175,813 / 657,273 26.75% |         |        |
| Candidate   | Party        | Vote By Mail | Election Day             | Total   |        |
| No          |              | 61,466       | 26,182                   | 87,648  | 51.06% |
| Yes         |              | 57,463       | 26,530                   | 83,993  | 48.94% |
| Total Votes |              | 118,929      | 52,712                   | 171,641 |        |

**Y - TOWN OF DANVILLE (Vote for 1)**

Precincts Reported: 35 of 35 (100.00%)

|             | Vote By Mail | Election Day | Total                  |        |        |
|-------------|--------------|--------------|------------------------|--------|--------|
| Times Cast  | 7,753        | 3,002        | 10,755 / 30,982 34.71% |        |        |
| Candidate   | Party        | Vote By Mail | Election Day           | Total  |        |
| Yes         |              | 3,893        | 1,575                  | 5,468  | 51.49% |
| No          |              | 3,770        | 1,382                  | 5,152  | 48.51% |
| Total Votes |              | 7,663        | 2,957                  | 10,620 |        |

**A - PLEASANT HILL RECREATION & PARK DISTRICT (Vote for 1)**

Precincts Reported: 25 of 25 (100.00%)

|             | Vote By Mail | Election Day | Total                 |       |        |
|-------------|--------------|--------------|-----------------------|-------|--------|
| Times Cast  | 5,366        | 2,505        | 7,871 / 26,526 29.67% |       |        |
| Candidate   | Party        | Vote By Mail | Election Day          | Total |        |
| Yes         |              | 2,926        | 1,449                 | 4,375 | 57.28% |
| No          |              | 2,291        | 972                   | 3,263 | 42.72% |
| Total Votes |              | 5,217        | 2,421                 | 7,638 |        |

## T - ANTIOCH UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES IMPROVEMENT DISTRICT 2 (Vote for 1)

Precincts Reported: 43 of 43 (100.00%)

|             | Vote By Mail | Election Day | Total                 |       |        |
|-------------|--------------|--------------|-----------------------|-------|--------|
| Times Cast  | 3,403        | 1,727        | 5,130 / 27,124 18.91% |       |        |
| Candidate   | Party        | Vote By Mail | Election Day          | Total |        |
| Yes         |              | 1,667        | 875                   | 2,542 | 52.08% |
| No          |              | 1,583        | 756                   | 2,339 | 47.92% |
| Total Votes |              | 3,250        | 1,631                 | 4,881 |        |

## M - MORAGA SCHOOL DISTRICT (Vote for 1)

Precincts Reported: 9 of 9 (100.00%)

|             | Vote By Mail | Election Day | Total                |       |        |
|-------------|--------------|--------------|----------------------|-------|--------|
| Times Cast  | 2,977        | 1,046        | 4,023 / 9,887 40.69% |       |        |
| Candidate   | Party        | Vote By Mail | Election Day         | Total |        |
| Yes         |              | 1,833        | 720                  | 2,553 | 65.04% |
| No          |              | 1,071        | 301                  | 1,372 | 34.96% |
| Total Votes |              | 2,904        | 1,021                | 3,925 |        |

## L - LAFAYETTE SCHOOL DISTRICT (Vote for 1)

Precincts Reported: 27 of 27 (100.00%)

|             | Vote By Mail | Election Day | Total                 |       |        |
|-------------|--------------|--------------|-----------------------|-------|--------|
| Times Cast  | 5,061        | 2,241        | 7,302 / 20,839 35.04% |       |        |
| Candidate   | Party        | Vote By Mail | Election Day          | Total |        |
| Yes         |              | 3,393        | 1,547                 | 4,940 | 69.49% |
| No          |              | 1,538        | 631                   | 2,169 | 30.51% |
| Total Votes |              | 4,931        | 2,178                 | 7,109 |        |

## R - WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT (Vote for 1)

Precincts Reported: 168 of 168 (100.00%)

|             | Vote By Mail | Election Day | Total                   |        |        |
|-------------|--------------|--------------|-------------------------|--------|--------|
| Times Cast  | 20,878       | 12,597       | 33,475 / 132,723 25.22% |        |        |
| Candidate   | Party        | Vote By Mail | Election Day            | Total  |        |
| Yes         |              | 10,361       | 7,225                   | 17,586 | 55.49% |
| No          |              | 9,486        | 4,621                   | 14,107 | 44.51% |
| Total Votes |              | 19,847       | 11,846                  | 31,693 |        |



Contra  
Costa  
County

To: Board of Supervisors  
From: INTERNAL OPERATIONS COMMITTEE  
Date: March 31, 2020

Subject: 20218/19 REPORT ON THE COUNTY'S VEHICLE FLEET AND INTERNAL SERVICES FUND FOR FLEET

---

**RECOMMENDATION(S):**

ACCEPT 2018/19 annual report from the Public Works Director on the Internal Services Fund and status of the County's Vehicle Fleet.

**FISCAL IMPACT:**

Reassigning underutilized vehicles would increase cost efficiency, but the fiscal impact was not estimated.

**BACKGROUND:**

In FY 2008/09, the Board approved the establishment of an Internal Services Fund (ISF) for the County Fleet, now administered by the Public Works Department. Each year, the Public Works Department Fleet Services Manager analyzes the fleet and annual vehicle usage, and makes recommendations to the IOC on the budget year vehicle replacements and on the intra-County reassignment of underutilized vehicles, in accordance with County policy. The Board requested the IOC to review annually the Public Works Department report on the fleet and on low-mileage vehicles.

Attached for the Board's review is the 2018/19 annual report on the ISF and low-mileage vehicles, as prepared by the Public Works Department. The IOC received and accepted this report on March 9, 2019.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Julie DiMaggio Enea  
(925) 335-1077

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

By: , Deputy

cc: IOC Staff, Deputy PW Director, Fleet Services Manager

### BACKGROUND: (CONT'D)

The limited availability of electric vehicle (EV) charging stations has prevented the County from optimizing the County fleet. The price difference between a Level 2, 220V charger, which can charge a vehicle over an 8-hour period, and a Level 3 charger, which can charge a vehicle to about 80% in 30 minutes, is about \$40,000. Most of the County's EV chargers are located in staff-only parking lots and are not available to the general public. Most of the grant opportunities for EV infrastructure require a County match and are conditioned upon the EV chargers being available to the general public.

Public Works identified two underutilized CNG (Compressed Natural Gas) Hondas in the County Fleet. These CNG Hondas are typically underutilized due to their limited range. The plan is to eventually replace these vehicles with either Volts or Leafs, which have greater range.

The Committee discussed the recent uptick in thefts of catalytic converters. Staff reported that the County had indeed experienced a spate of thefts and that preventative measures had proved unsuccessful; however, thefts have since tapered off.

### ATTACHMENTS

Public Works FY 2018/19 Fleet Report

Public Works FY 2018/19 Fleet Report Attachments



## Memo

March 2, 2020

**TO:** Internal Operations Committee  
Supervisor Candace Andersen, District II, Chair  
Supervisor Diane Burgis, District III, Vice Chair

**FROM:** Brian M. Balbas, Public Works Director

**SUBJECT:** FLEET INTERNAL SERVICE FUND FY 2018-19 REPORT

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### MESSAGE:

#### Recommendation

Accept the Internal Service Fund (ISF) Fleet Services report for FY 2018-19.

#### Background

The Fleet Services Division has operated as an Internal Service Fund since 2008 to ensure stable and long-term vehicle replacement funding.

Fleet Services provides various services to County departments including the acquisition, preventative maintenance, repair, and disposal of fleet vehicles and equipment. The division services the County's fleet of over 1565 vehicles/equipment/trailers, of which, 917 vehicles are included in the ISF program.

#### ISF Rate Structure

There are three components to recover operational costs for vehicles in the ISF Fleet Services program which are charged to the departments. They are:

1. A fixed monthly cost to cover insurance, Fleet Services overhead, and vehicle depreciation / replacement
2. A variable cost based on miles driven to cover maintenance and repair costs
3. Direct costs for fuel

This rate structure enables the ISF to collect monthly payments from customer departments over the life-cycle of the units to fund operations and enable the systematic replacement of units at the end of a vehicle's useful life or when it becomes a cost-effective decision to do so.



The estimated fixed and variable rates are adjusted each year to develop ISF rates as close to actual costs as possible for each class of vehicle. Accordingly, the FY 2018-19 expenses were reviewed to develop new rates for FY 2019-20, which went into effect September 1, 2019. Please refer to Attachment A accompanying this report for the ISF Fleet Rates Schedule.

### **Fleet Services Goals and Objectives**

- Continue to provide cost-effective services that meet or exceed our customers' needs and expectations by evaluating additional services and new technologies to increase efficiencies.
- Continue to evaluate and recommend for replacement all vehicles and fleet equipment that are due for replacement based on a predetermined schedule and/or a time when it is most cost-effective to do so and in accordance with Administrative Bulletin 508.5. This increases vehicle availability through reduced down time associated with an older fleet.
- Continue to maintain a newer fleet focusing on preventative maintenance thus reducing repair costs typically associated with an older fleet.
- Continue to purchase clean air vehicles whenever feasible and to grow the number of electric vehicles in the fleet as existing equipment requires replacement. Fleet Services continues to seek funding opportunities to expand the electric vehicle charging station infrastructure to support County and personal vehicles.
- Continue to ensure that all County vehicles are maintained and repaired in a timely, safe, and cost effective manner in order to provide departments with safe, reliable vehicles and equipment.
- Continue to work with departments to identify vehicles and equipment that are underutilized in an effort to maximize fleet utilization, identify departmental actual needs, and reduce overall fleet costs.

### **Highlights**

- In FY 2018-19, 85 vehicles were purchased, 15% more than FY 2017-18, and 33% more than were purchased in FY 2016-17. Of this amount, 28 are new additions to the fleet requested by departments for newly hired staff and new or expanded services.
- Fleet continually reviews vehicle usage in an effort to reduce underutilized vehicles according to Administrative Bulletin 508.5. During the most recent review in February 2019, two units were identified that required further analysis for possible reassignment or replacement, which is the same amount as the previous year.
- Fleet Services continues to promote building a "Green Fleet" by purchasing 3 electric and 16 hybrid vehicles as replacement vehicles in FY 2018-19.
- Fleet Services continues to install telematics GPS devices, where appropriate, to help improve fleet utilization, identify vehicle locations in the event of an emergency, reduce

costs by identifying and immediately reporting operational issues with the vehicle, and improve accuracy of mileage meter readings. Department users of vehicles equipped with the telematics GPS devices also have access to standard reports which they can use to review incidences of speeding, excessive idling, vehicle utilization, etc. to help reduce departmental fleet cost. Over 729 vehicles in the County fleet are equipped with these devices.

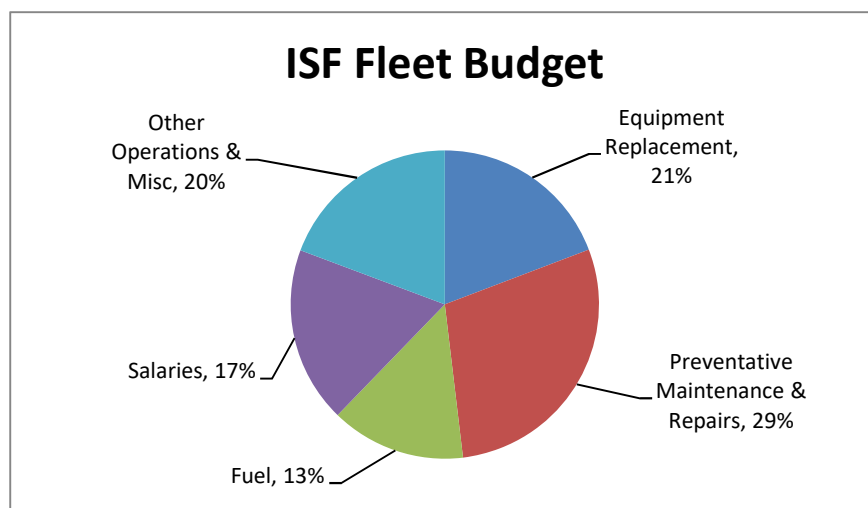
- 545 light vehicles equipped with the telematics GPS device are enrolled in the State Continuous Smog Testing Pilot Program excluding them from the mandatory biennial physical smog test, which reduces cost and vehicle downtime. The telematics device continuously monitor emissions performance and will send a notification immediately when a fault is detected so repairs can be made.

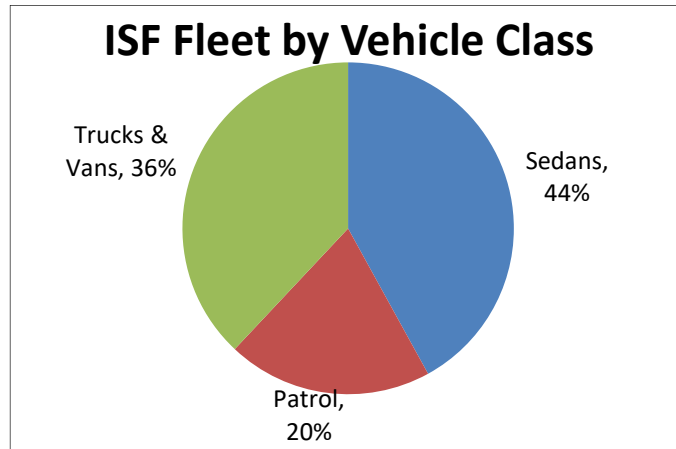
### **Summary**

In FY 2018-19, Fleet Services had a staff of 21 Administration and Operations employees. The Administration section consists of one Fleet Manager, one Fleet Service Supervisor, one Fleet Equipment Specialist and one Clerk. The Operations section consists of one Lead Fleet Technician, 2 Equipment Services Workers, 12 Equipment Mechanics and 2 Equipment Service Writers.

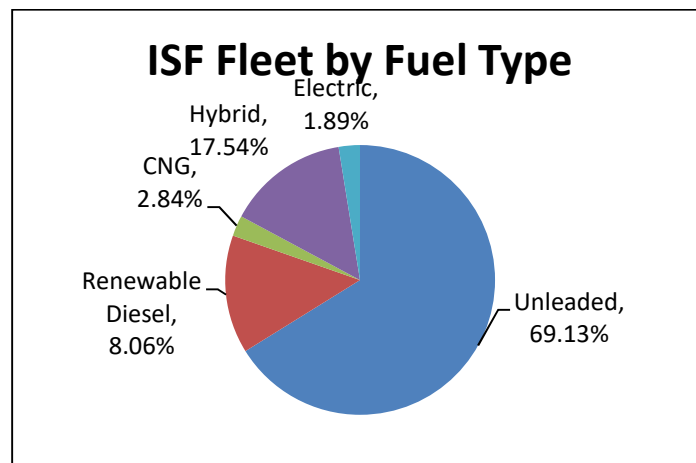
The FY 2018-19 budget of \$15,537,246 included: \$2,595,929 for salaries; \$4,500,300 for vehicle repairs; \$1,998,583 for fuel; and \$3,325,000 for the replacement of fleet vehicles and equipment.

The FY 2018-19 actual expenditure total was \$13,630,288. In addition, expenditures for the purchase of ISF equipment was \$4,075,379 and \$1,085,949 was on order at fiscal year-end. Included in the FY 2018-19 Total Revenue reported on Attachment B is \$831,308 of new revenue for the purchase of additional vehicles and equipment. The ending ISF Fund Balance for FY 2018-19 was \$15,526,281. This increase in fund balance is related to the increased value of equipment within the ISF.





Fleet Services continues to purchase clean air vehicles whenever feasible and plans to grow the number of electric vehicles in the fleet as existing equipment requires replacement. All diesel vehicles use renewable fuel and all sedans must have a Partial Zero Emissions Vehicle (PZEV) rating or greater by the California Air Resources Board.



Fleet Services continues to work to achieve the primary goals and objectives of providing County departments with vehicles and equipment that are safe, reliable, economically sustainable, and consistent with departmental needs and requirements at the lowest possible cost. The Division will continue to monitor vehicle use to optimize new vehicle acquisition and better utilize existing vehicle assets.

**Attachments**

- A ISF Rates Schedule
- B ISF Fund Balance
- C ISF Net Assets

**Internal Service Fund - Fleet Services**  
**ISF Fleet Rates Schedule**  
**FY 2018-19**

| Category                   | FY 2016-17   |                | FY 2017-18   |                | FY 2018-19   |                | FY 2019-20   |                | % Change     |                |
|----------------------------|--------------|----------------|--------------|----------------|--------------|----------------|--------------|----------------|--------------|----------------|
|                            | Monthly Rate | Mileage Charge | Monthly Rate | Mileage Charge | Monthly Rate | Mileage Charge | Monthly Rate | Mileage Charge | Monthly Rate | Mileage Charge |
| ISF-Sedan                  | \$ 349.83    | \$ 0.220       | \$ 372.33    | \$ 0.170       | \$ 375.75    | \$ 0.170       | \$ 378.00    | \$ 0.240       | 0.6%         | 41.2%          |
| ISF-Cargo Van              | 434.67       | 0.306          | 397.75       | 0.300          | 376.17       | 0.360          | 334.50       | 0.330          | -11.1%       | -8.3%          |
| ISF-Passenger Van          | 356.50       | 0.262          | 293.42       | 0.290          | 283.17       | 0.300          | 327.92       | 0.450          | 15.8%        | 50.0%          |
| ISF-Patrol                 | 576.92       | 0.635          | 770.17       | 0.470          | 794.50       | 0.630          | 794.25       | 0.580          | 0.0%         | -7.9%          |
| ISF-Sports Utility Vehicle | 406.67       | 0.241          | 373.75       | 0.230          | 415.08       | 0.210          | 432.67       | 0.400          | 4.2%         | 90.5%          |
| ISF-Truck, Compact         | 254.25       | 0.217          | 238.00       | 0.380          | 228.25       | 0.310          | 258.50       | 0.320          | 13.3%        | 3.2%           |
| ISF-Truck, Fullsize        | 496.33       | 0.254          | 482.33       | 0.360          | 383.67       | 0.460          | 356.42       | 0.460          | -7.1%        | 0.0%           |
| ISF-Truck, Utility         | 403.08       | 0.285          | 540.75       | 0.590          | 618.33       | 0.240          | 507.92       | 0.400          | -17.9%       | 66.7%          |

**Internal Service Fund - Fleet Services  
Fund Balance  
For the Year Ended June 30, 2019**

|                                      | <b>FY 2017-18</b>    | <b>FY 2018-19</b>    |
|--------------------------------------|----------------------|----------------------|
| <b>Beginning Fund Balance</b>        | <b>\$ 13,280,812</b> | <b>\$ 13,959,235</b> |
| <b>Expenses</b>                      |                      |                      |
| Salaries & Benefits                  | \$ 2,226,419         | \$ 2,445,419         |
| Services and Supplies, Other Charges | 8,296,506            | 8,530,710            |
| Depreciation                         | 2,585,310            | 2,654,159            |
| <b>Total Expenses</b>                | <b>\$ 13,108,235</b> | <b>\$ 13,630,288</b> |
| <b>Revenues</b>                      |                      |                      |
| Charges for services                 | \$ 13,218,453        | \$ 14,670,317        |
| Transfers In/(Out)                   | 119,694              | 55,203               |
| Sale of Surplus Vehicles             | 248,703              | 302,618              |
| Indemnifying Proceeds (Accidents)    | 199,809              | 169,196              |
| <b>Total Revenue</b>                 | <b>\$ 13,786,658</b> | <b>\$ 15,197,334</b> |
| <b>Change in Fund Balance</b>        | <b>\$ 678,423</b>    | <b>\$ 1,567,046</b>  |
| <b>FY Ending Fund Balance</b>        | <b>\$ 13,959,235</b> | <b>\$ 15,526,281</b> |

**Internal Service Fund - Fleet Services  
Balance Sheet (Fund 150100)  
As of June 30, 2019**

|                                  | <b>FY 2017-18</b>    | <b>FY 2018-19</b>    |
|----------------------------------|----------------------|----------------------|
| <b>Assets</b>                    |                      |                      |
| Current Assets:                  |                      |                      |
| 0010 Cash                        | \$ 5,356,309         | \$ 5,118,562         |
| 0100 Accounts Receivable         | (2,696)              | 113                  |
| 0170 Inventories                 | 370,636              | 346,974              |
| 0180 Due From Other Funds        | 4,667,007 (1)        | 2,055,023            |
| 0250 Prepaid Expense             | (14,242)             | (53,201)             |
| Total Current Assets             | \$ 10,377,014        | \$ 7,467,471         |
| Noncurrent Assets:               |                      |                      |
| 0340 Equipment                   | 24,142,872           | 25,473,578           |
| 0360 Construction In Progress    | 134,914              | 1,581,325            |
| 0370 Reserve For Depreciation    | (16,464,226)         | (17,643,711)         |
| Total Noncurrent Assets          | \$ 7,813,560         | \$ 9,411,191         |
| <b>Total Assets</b>              | <b>\$ 18,190,575</b> | <b>\$ 16,878,661</b> |
| <b>Liabilities</b>               |                      |                      |
| 0500 Accounts Payable            | \$ 616,070           | \$ 749,495           |
| 0540 Due To Other Funds          | 3,533,644 (1)        | 513,458              |
| 0640 Employee Fringe Benefit Pay | 81,625               | 89,427               |
| <b>Total Liabilities</b>         | <b>\$ 4,231,339</b>  | <b>\$ 1,352,380</b>  |
| <b>Net Position</b>              |                      |                      |
| Net Capital Assets               | \$ 7,813,560         | \$ 9,411,191         |
| Working Capital                  | 6,145,675            | 6,115,090            |
| <b>Total Net Position</b>        | <b>\$ 13,959,235</b> | <b>\$ 15,526,281</b> |

(1) Year-end journal processed by Auditor to adjust depreciation creating an overstatement in 0180 - Due From Other Funds and 0540 - Due to Other Funds. Net effect on Total Net Position is zero.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: CEL Equity - SGIP- County Participation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Letter of Intent (LOI) with SunPower Corporation Systems. The LOI will allow SunPower to submit applications to the California Energy Commission for Equity-Self Generation Implementation Program (E-SGIP) rebates to fund the installation of energy storage systems at County-owned facilities at no cost to the County.

**FISCAL IMPACT:**

There are no fiscal impacts associated with this action unless the County does not adhere to the terms of the LOI.

**BACKGROUND:**

The California Public Utilities Commission (CPUC) recently finalized a decision, which set new rules for the SGIP Equity and Equity Resiliency budget. These two set-aside programs within the Self-Generation Incentive Program (SGIP) provide lucrative incentives for energy storage projects for customers in certain designated areas (Equity Budget) and for projects that provide resiliency benefits to customers or communities facing risks of wildfire (Resiliency Budget) in the state.

The incentive levels for both set-aside programs are lucrative: \$850/kWh

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Ramesh Kanzaria  
925-957-2480

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

for qualified Equity Budget projects and \$1,000/kWh for Equity Resiliency Budget projects. The CPUC explicitly stated in their final decision that the intention was to set the incentive level “likely to fully or nearly fully subsidize the installation of a storage system.”

The County’s solar partner, SunPower, evaluated County facilities that have solar or will be getting solar under the PPA approved by the Board in July 2019. The evaluation identified five County buildings for “no cost” energy storage systems with guaranteed monthly savings. Attachment 1 provides the list of facilities, guaranteed savings amount and other pertinent information about the E-SGIP program.

CONSEQUENCE OF NEGATIVE ACTION:

The County will miss an opportunity to capitalize on lucrative utility rebates that result in the installation of no cost energy storage systems, guaranteed monthly dollar savings and optimal economic utilization of the County’s solar PV systems.

ATTACHMENTS

Attachment 1

Self-Generation Incentive Program Letter of Intent

Exhibit B Form of Battery Services Agreement



# SUNPOWER® | Equity SGIP Overview



# Equity SGIP\* Update at-a-glance



\*Self-Generation Incentive Program

**NEW**

COM/CR6/jt2

Date of Issuance 9/18/2019

Decision 19-09-027 September 12, 2019

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking Regarding Policies, Procedures and Rules for the California Solar Initiative, the Self-Generation Incentive Program and Other Distributed Generation Issues.

Rulemaking 12-11-005

**DECISION ESTABLISHING A SELF-GENERATION INCENTIVE PROGRAM EQUITY RESILIENCY BUDGET, MODIFYING EXISTING EQUITY BUDGET INCENTIVES, APPROVING CARRY-OVER OF ACCUMULATED UNSPENT FUNDS, AND APPROVING \$10 MILLION TO SUPPORT THE SAN JOAQUIN VALLEY DISADVANTAGED COMMUNITY PILOT PROJECTS**

The CPUC(California Public Utilities Commission) issued a decision on **September 18, 2019**

What is the update?

- Increases the Equity SGIP level for **tax-exempt** customers in **low-income** and **disadvantaged areas** up to **\$850/kWh**.
- Total budget of **\$63 Million** for non-residential customers
- Makes **PG&E** open equity SGIP to qualifying customers
- Updated Equity SGIP allows **4 hr duration** batteries at full incentive
- The intention of the increased equity SGIP is to cover the **full cost** or **near the full cost** of a storage system.

When does it start?

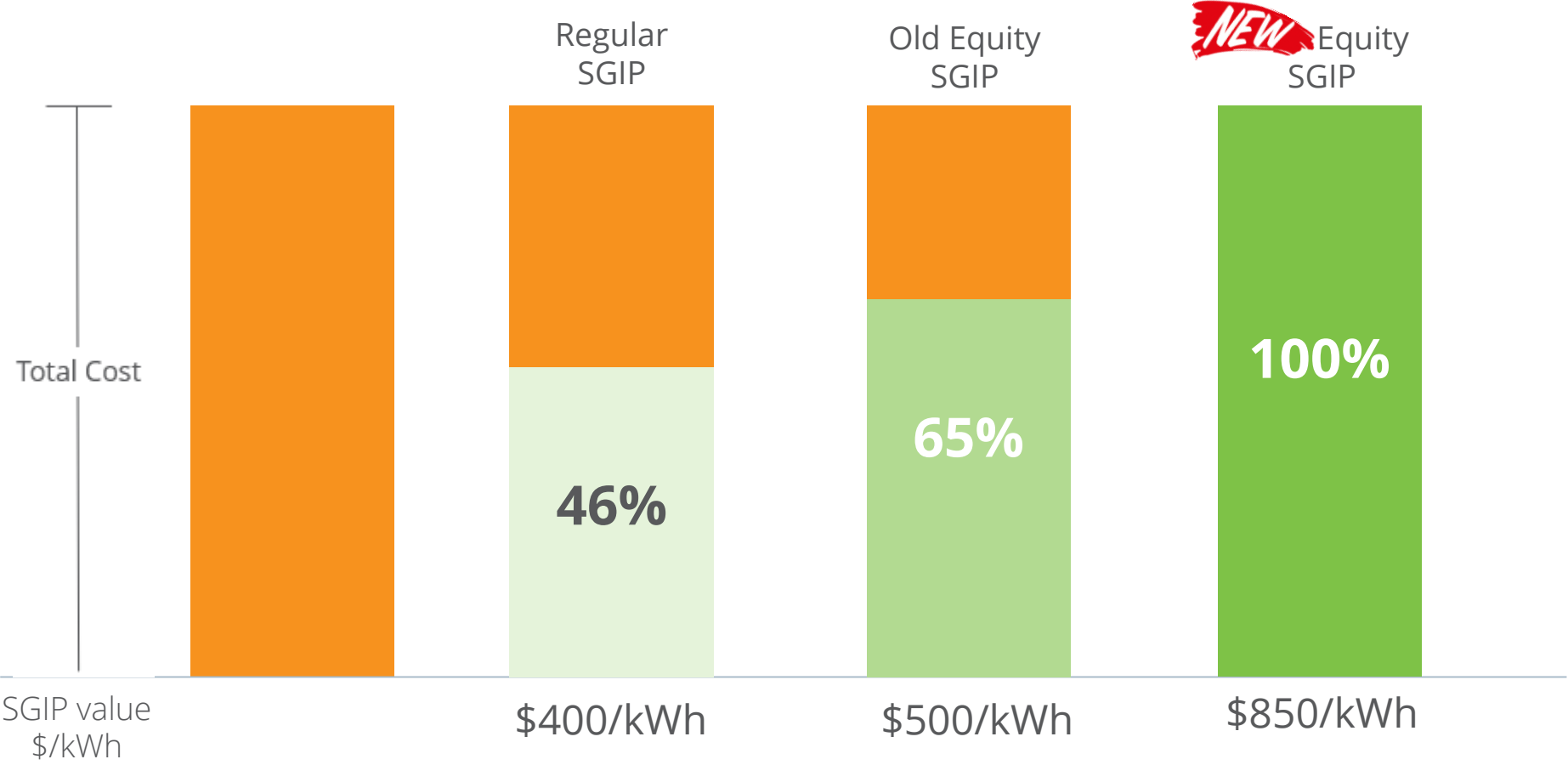
- The start date for applications to be accepted under these new rules will be **April 1, 2020**.



Likely will be oversubscribed and go to a lottery

# Equity SGIP will cover full cost

500kW/ 2MWh storage system example



# Equity SGIP Opportunity for Contra Costa County

## Site Economics

- SunPower is pleased to offer CCC battery storage systems at no additional costs for eligible Equity SGIP sites that get allocated incentive under the expected lottery process
  - Incentive covers upfront costs and 15 years of operational costs for existing contracted PV projects

| Site                 | Storage Size (kW / kWh) | Year 1 Expected Savings (\$) | Guaranteed Savings (\$/Year) | 15 Year Nominal Savings (\$) |
|----------------------|-------------------------|------------------------------|------------------------------|------------------------------|
| 1000 Ward            | 964 kWh increase        | +\$7,700                     | +\$7,000                     | +\$132,800                   |
| 1305 MacDonald Ave   | 182 kW / 928 kWh        | \$7,100                      | \$7,000                      | \$123,000                    |
| 4549 Delta Fair Blvd | 184 kW / 928 kWh        | \$8,800                      | \$8,500                      | \$152,000                    |
| 4545 Delta Fair Blvd | 163 kW / 928 kWh        | \$13,700                     | \$7,574                      | \$238,000                    |

- Amend existing PPA agreements to add storage if sites are allocated Equity SGIP incentive

\*15 year nominal savings are base on a 2% degradation rate and 4% utility escalation rate

No cost storage system with increased savings!

# Equity SGIP Opportunity for Contra Costa County

## Site Economics

- SunPower is pleased to offer CCC battery storage systems at no additional costs for eligible Equity SGIP sites that get allocated incentive
  - Incentive covers upfront costs and 10 years of operational costs for battery only project

| Site       | Storage Size (kW / kWh) | Year 1 Expected Savings (\$) | Guaranteed Savings (\$/Year) | 10 Year Nominal Savings (\$) |
|------------|-------------------------|------------------------------|------------------------------|------------------------------|
| 5555 Atlas | 464kW / 1856kWh         | \$74,000                     | \$43,600                     | \$805,200                    |

- Execute concise (9 page) Battery Services Agreement if project is allocated Equity SGIP incentive under lottery process

\*10 year nominal savings are base on a 2% degradation rate and 4% utility escalation rate

No cost storage system with increased savings!

# Equity SGIP Opportunity for Contra Costa County

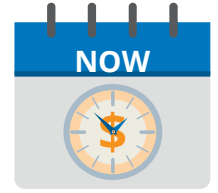
## How to take advantage of Equity SGIP

- Need to apply for Equity SGIP by April 1<sup>st</sup>
  - Requires 5% deposit of incentive value with SGIP applications
  - SunPower can cover SGIP application fee/deposit but requires an Letter of Intent (LOI) to move forward with battery projects if incentive is secured
    - Target executing LOI in Feb / early March
  - Under LOI, CCC reimburses SunPower for SGIP deposit only if all three circumstances below apply
    1. Site is allocated incentive under the Equity SGIP lottery process
    2. SunPower and CCC are unable to execute a contract for the battery (amendment to existing PPA or a stand alone Battery Services Agreement (BSA) ) within 3 months of SGIP allocation
    3. CCC does not cooperate with SunPower to secure a SGIP deposit refund in the event we do not able to execute a contract for the battery

Almost no financial risk for the County with large savings upside

# Equity SGIP Timeline

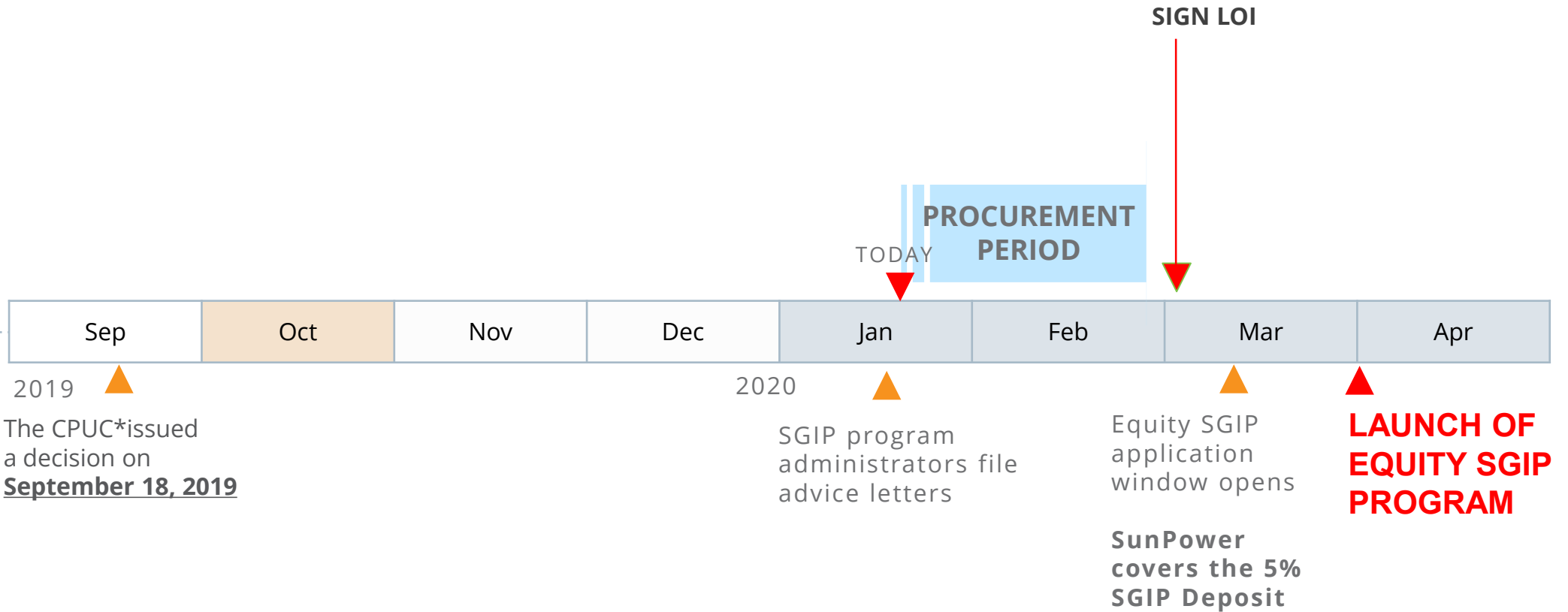
Start now to be in front line to get **“No Upfront Cost”** storage



Project Milestones



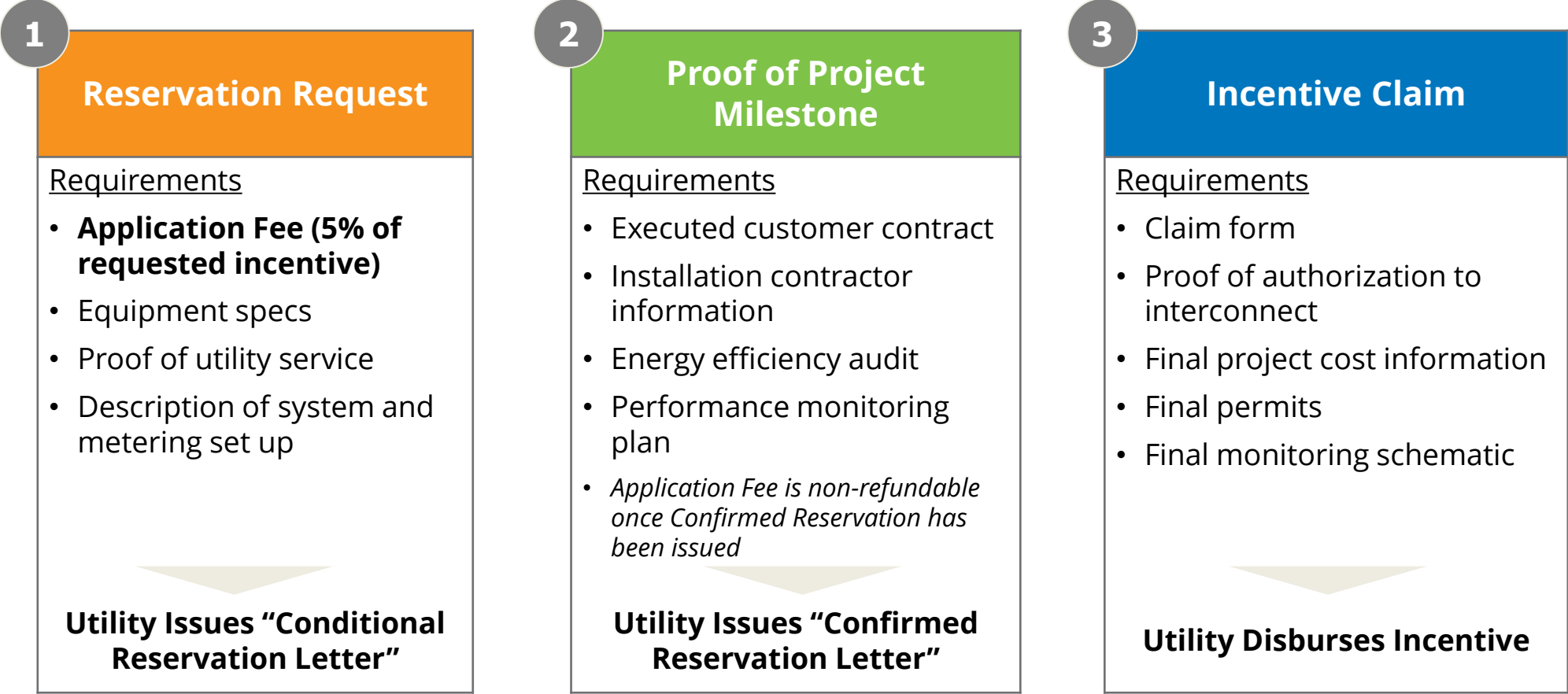
SGIP Milestones



\*California Public Utilities Commission  
Confidential | © 2019 SunPower Corporation

# SGIP application process

SunPower will take the lead



- 90 days to complete Proof of Project Milestone
- Key items: customer contract, energy efficiency audit

- Project must be completed w/in 18 months of Conditional Reservation



An aerial photograph of a Whole Foods Market building. The building has a large, flat roof covered with numerous solar panels. The building's facade is a mix of light-colored panels and darker sections. The "WHOLE FOODS MARKET" logo is visible on the front of the building. The surrounding area includes other buildings, trees, and a parking lot.

Thank You.

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SUNPOWER®

**SunPower Self-Generation Incentive Program  
LETTER OF INTENT**

This non-binding Letter of Intent (this “LOI”) is made effective as of [\_\_\_\_\_] (the “Effective Date”), by and between Contra Costa County, a political subdivision of the State of California, (“Customer”) and SunPower Corporation, Systems, a Delaware corporation (“SunPower”). Each of Customer and SunPower are referred to herein as a “Party”, and together, the “Parties”.

**RECITALS**

1. The Parties plan to pursue development of energy storage systems described in Exhibit A (Storage Systems) at the Customer sites listed in Exhibit A (collectively, the “Potential Project”).
2. The Parties are entering into discussions concerning the Potential Project, including the negotiation of a Battery Services Agreement substantially in the form attached hereto as Exhibit B (“BSA”), and amendments to certain Power Purchase & Storage Services Agreements between Customer and an affiliate of SunPower (“PPA”) pursuant to which SunPower’s affiliate would supply, and the Customer would purchase, battery storage services produced by the Potential Project. The BSA and PPA documents and any other documents required to consummate the Potential Project are referred to as the “Definitive Documentation”.
3. The Parties understand that to move forward with the Potential Project, Customer must secure from Pacific Gas & Electric Company (the “Utility”) an incentive through the Utility’s Self Generation Incentive Program, payable to SunPower or its affiliate in an amount no less than \$5,505,025 (the “SGIP Incentive”), and that securing the SGIP Incentive will require SunPower depositing an amount equal to \$275,251 (the “SGIP Deposit”) with the Utility.
4. The Parties understand that additional negotiations, due diligence and evaluation of and with respect to the Potential Project will be required, and that neither Party will be bound to proceed with the Potential Project unless and until the Definitive Documentation is executed. However, to facilitate further negotiations and submission of application materials for the SGIP Incentives, the Parties desire to set forth certain understandings they have reached to date with respect to the Potential Project.

**NOW, THEREFORE**, for consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

**ARTICLE 1. COOPERATION**

1. In consideration of the time, effort and expense that both Parties will devote to the project development contemplated by this LOI, both Parties agree to cooperate and work in earnest with the other Party with the aim of negotiating and potentially executing the Definitive Documentation.

**ARTICLE 2. EFFECT OF THIS LOI**

1. This LOI does not constitute a legally binding agreement, except to the extent provided in Section 3 of this Article 2 and in Article 4 below. This LOI does not constitute a legally binding offer or agreement to consummate the Proposed Project or to execute Definitive Documentation. This LOI shall not constitute the basis for an agreement by estoppel or otherwise.
2. The Parties hereby agree that this LOI is intended as a statement of the Parties' good faith, mutual intent and understanding as of the date hereof to proceed with the negotiation of the terms of the Proposed Project and the Definitive Documentation. Except as otherwise set forth in Section 3 of this Article 2 and in Article 4 below, unless and until the Definitive Documentation has been duly authorized, executed and delivered by the Parties, no Party shall have any legal obligations to the other, expressed or implied, or arising in any other manner under this LOI or in the course of negotiations as contemplated by this LOI.
3. Notwithstanding Sections 1 and 2 of Article 2 above, (i) the Customer's obligation under Article 4 below to reimburse SunPower for 100% of the SGIP Deposit shall bind the Customer and shall survive the termination of this LOI, (ii) Article 5 shall bind the Parties for one (1) year from the date of this LOI and shall survive the termination of this LOI, and (iii) Article 6 shall bind the Parties indefinitely and shall survive the termination of this LOI.

### **ARTICLE 3. SGIP APPLICATION**

1. Customer will promptly provide SunPower and its representatives with all information required to submit application materials for the SGIP Incentive.
2. SunPower will promptly compile and submit all required documentation and materials, including the SGIP Deposit, to the Utility, in order to obtain the SGIP Incentive for the Potential Project.

### **ARTICLE 4. REIMBURSEMENT OF COSTS**

1. Customer agrees to promptly reimburse SunPower 100% of the SGIP Deposit if all of the following occur: (i) the Utility SGIP program administrator(s) issues a Conditional Reservation with respect to the SGIP Incentive for the Potential Project, (ii) Customer and SunPower are unable to execute the Definitive Documentation within three (3) months of the issuance by the SGIP program administrator(s) of such Conditional Reservation, and (iii) Customer fails to cooperate with SunPower to secure a refund of the SGIP Deposit from the Utility including executing a SGIP deposit refund request and/or other related documents requested by the SGIP program administrator(s) to effectuate such refund.
2. In the event Customer is obligated to reimburse SunPower under Section 1 of this Article 4, SunPower will promptly issue Customer an invoice showing the amount of the SGIP Deposit deposited with the Utility by SunPower (the "Reimbursable Amount"), and Customer will within thirty (30) days of receipt of such invoice send a check for the Reimbursable Amount to the payee and address provided below:

Payee: SunPower Corporation, Systems  
Address: 1414 Harbour Way S  
Richmond CA, 94804  
Attn: Ian Creelman

## ARTICLE 5. CONFIDENTIALITY

1. No public announcement (whether in the form of a press release or otherwise) shall be made by or on behalf of either Party or their agents or representatives with respect to the subject matter of this LOI unless (i) the other Party has agreed in writing to permit such public announcement to be made, which permission shall not be unreasonably withheld; or (ii) such public announcement is required by law, government rules and regulations, or requirements of any applicable stock exchange, and the Party required to make such announcement has given prior written notice thereof to the other Party. The text of any public announcement made as permitted under this Section 1 shall be mutually and reasonably agreed upon by the Parties. SunPower hereby consents to Customer publicly noticing consideration of approval of this LOI on an agenda of Customer's Board of Supervisors.
2. Each Party shall treat as confidential information disclosed to it by the other Party pursuant to this LOI or otherwise in furtherance of the Proposed Project and which the receiving Party reasonably should understand is confidential ("Confidential Information"); *provided, however*, that the following information shall not be considered Confidential Information: (i) information that at the time of disclosure or acquisition was publicly available or later became publicly available other than by breach of this Article, (ii) information that at the time of disclosure or acquisition was already known to the recipient; or (iii) information that after disclosure or acquisition was received from a third party. This LOI is not Confidential Information.
3. Except as otherwise expressly provided herein, neither Party shall, unless authorized in writing by the other Party to do so: (i) copy, reproduce, distribute or disclose to any person, firm, entity, or corporation any of the Confidential Information, or any facts related thereto; (ii) permit any third party to have access to such Confidential Information; or (iii) use such Confidential Information for any purpose other than for the purpose of evaluating or otherwise furthering the Potential Project.
4. Notwithstanding the foregoing, each Party may disclose Confidential Information to its employees, officers, board members, contractors, consultants, attorneys, accountants and other persons involved in assisting such Party in connection with the due diligence, evaluation and negotiation of the Proposed Project, *provided that* such representatives are informed of the requirements of this paragraph and agree to hold the Confidential Information in confidence in accordance with this LOI.
5. If a Party who has received Confidential Information from the other Party is requested in any judicial or government administrative proceeding or required by law to disclose such Confidential Information, the receiving Party shall give the providing Party prompt notice of such request so that the providing Party may seek an appropriate protective order. If, in the absence of a protective order, the receiving Party is nonetheless advised by counsel that disclosure of the Confidential Information is required (after exhausting any appeal requested by the providing Party at the providing Party's expense), the receiving Party may disclose such Confidential Information without liability hereunder.
6. Each Party shall, upon written request of the other Party: (1) return all Confidential Information furnished to it by the other Party or the other Party's representatives, together with any copies thereof, and (2) destroy all notes, memoranda and other materials that incorporate such Confidential Information; *provided, however*, that each Party may retain any analysis or work product that are not summaries or extracts of Confidential Information. *Provided, however*, that copies of Confidential Information that are automatically generated through data backup and/or

archiving systems and which are not readily accessible by receiving Party's business personnel, and copies retained to comply with regulatory recordkeeping requirements or internal recordkeeping policies or procedures shall not be deemed to violate this Agreement, so long as such copies are not disclosed in violation of the terms of this Agreement.

7. Neither Party makes any representation or warranty, express or implied, pursuant to this LOI regarding the accuracy or completeness of the Confidential Information it discloses; *provided that* the foregoing is not intended, nor shall it be constructed, to limit or otherwise affect any representation or warranty that may be made by a Party in any Definitive Documentation with respect to the accuracy or completeness of any Confidential Information.
8. Each Party acknowledges that any disclosure or misappropriation of Confidential Information by such Party in violation of this LOI could cause the other Party or its affiliates irreparable harm, the amount of which may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Therefore each Party agrees that the non-breaching Party shall have the right to apply to any court of competent jurisdiction for a restraining order or an injunction restraining or enjoining any breach or threatened breach of this LOI and for any other equitable relief that such non-breaching Party deems appropriate. Subject to Article 6, this right shall be in addition to any other remedy available to the Parties in law or equity.

#### **ARTICLE 6. MISCELLANEOUS**

- 1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTIONS WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT OR STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THIS LOI OR THE FAILURE TO EXECUTE DEFINITIVE DOCUMENTATION. IN NO EVENT SHALL THIS SECTION LIMIT CUSTOMER'S OBLIGATION TO REIMBURSE SUNPOWER PURSUANT TO ARTICLE 4.**
2. This LOI is intended for the benefit of the Parties hereto, is not intended to, and does not confer any benefit on third parties.
3. This LOI shall be governed by the laws of the State of California without regard to its conflicts of laws principles. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this LOI shall be any federal or state court located in Santa Clara County, California.
4. This LOI may be executed in counterparts, each of which shall have the effect of and be considered as an original of this LOI.
5. This LOI may not be modified or amended except in writing signed by authorized representatives of both Parties.

The Parties have caused this LOI to be executed by their duly authorized representatives on the Effective Date.

CONTRA COSTA COUNTY

By: \_\_\_\_\_  
Name:  
Title:

SUNPOWER CORPORATION, SYSTEMS

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**  
**Storage Systems Description**

| Project Site                        | Energy Storage System Capacity | Battery Type / Mfr. | Guaranteed Savings (\$/Year) |
|-------------------------------------|--------------------------------|---------------------|------------------------------|
| 1000 Ward, Martinez, CA             | 964 kWh increase               | MegaPack / Tesla    | \$7,000                      |
| 1305 MacDonald Avenue, Richmond, CA | 182 kW / 928 kWh               | PowerPack / Tesla   | \$7,000                      |
| 4549 Delta Fair Blvd., Antioch, CA  | 184 kW / 928 kWh               | PowerPack / Tesla   | \$8,500                      |
| 4545 Delta Fair Blvd., Antioch CA   | 163 kW / 928 kWh               | PowerPack / Tesla   | \$7,574                      |
| 5555 Giant Hwy., Richmond CA        | 490kW/2093kWh                  | MegaPack / Tesla    | \$43,600                     |

**EXHIBIT B**  
Form of Battery Services Agreement

See attached.



## EXHIBIT B

### FORM OF BATTERY SERVICES AGREEMENT

This Battery Services Agreement (this "Agreement"), entered into by [SolarStorage Fund [X], LLC] ("SolarStorage") and [Customer] ("Customer"), takes effect on \_\_\_\_\_ (the "Effective Date"). Each a "Party" and together the "Parties."

#### RECITALS

**WHEREAS**, Customer owns, leases, or otherwise controls the facility at the location specified in attached Exhibit 1: Description of the Site and System (the "Site");

WHEREAS, SunPower Corporation, Systems (the "SunPower") and Customer executed that certain [PV EPC Agreement dated \_\_\_\_\_] (the "PV EPC Agreement") and [Operations and Maintenance Agreement dated \_\_\_\_\_] (the "PV O&M Agreement", and together with the PV EPC Agreement, the "Solar Agreements"), pursuant to which SunPower installed and is operating and maintaining a solar photovoltaic generating system (the "PV System") at the Site;

WHEREAS, Customer desires to: (1) obtain certain advanced energy storage services (the "Services") for the purpose of reducing its utility costs at the Site and the level of such reduction shall be guaranteed pursuant to a Savings Guarantee Agreement of even date herewith ("Savings Guarantee Agreement"); (2) grant access to the Site to SolarStorage; and (3) and perform its payment and other obligations described in this Agreement;

WHEREAS, SolarStorage desires to: (1) install a battery storage system at the Site (as described in attached Exhibit 1: Description of the Site and System, the "System"); and (2) perform the Services and all of its other obligations described in this Agreement; and

WHEREAS, SolarStorage or a third-party shall retain all right, title, ownership, and interest in the System installed at the Site; and

WHEREAS, SolarStorage and Customer desire to execute an agreement to govern each of its obligations in connection with the System.

NOW THEREFORE, acknowledging that the compensation and respective covenants and obligations described in this Agreement constitute adequate consideration, SolarStorage and Customer each agree to the following:

#### AGREEMENT

1. SolarStorage's Obligations. Pursuant to this Agreement, SolarStorage will:
  - a. Perform the Services or cause the Services to be performed.
  - b. Design and install the System at the Site and connect the System to Customer's existing electrical system.
  - c. During the Term, SolarStorage will operate and perform all repairs to, and maintenance of, the System at its sole cost and expense, except to the extent any repairs or maintenance result from Customer's active negligence, willful misconduct or breach of this Agreement.
  - d. Indemnify, defend, and hold Customer (as well as the directors, officers, employees, and agents of Customer) harmless against any third-party claims, losses, damages, or liabilities—including claims that allege injury (including death) or property damage but excluding any such Claims alleged, brought, or demanded by Customer's affiliates, parent companies, directors, officers, employees, insurers, or subrogees ("Claims")—that arise out of the SolarStorage's operation of the System, the negligence or willful misconduct of SolarStorage or any entity or individual engaged by SolarStorage in the performance of the Services.

- e. Apply for Self-Generation Incentive Program (SGIP) rebates from Pacific Gas & Electric Company for the System (the “SGIP Incentives”) on behalf of Customer, and pay any fees required in connection with such applications with the understanding that SolarStorage owns and is entitled to all environmental attributes and environmental incentives attributable to the System, including the SGIP Incentives, any tax credits, and any and all rebates, incentives, subsidies or other benefits from any and all other incentive, rebate or other programs applicable to the System.
  - f. Maintain, during the Term, at its expense, insurance with a financially-sound and reputable insurance company against such risks, and in such amounts, as is appropriate for SunPower’s obligations under this Agreement.
2. Customer’s Obligations. Pursuant to this Agreement, Customer will:
- a. Grant SolarStorage and SolarStorage’s agents, employees and contractors a non-exclusive license running with the Site (the “License”) for access to, on, over, under and across the Site for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System, (ii) performing all of SolarStorage’s obligations and enforcing all of SolarStorage’s rights set forth in this Agreement, and (iii) installing, using and maintaining electric lines and equipment (including inverters, meters, utility lines, gas lines, electrical lines, ductwork, telecommunications equipment, and metering equipment), necessary to interconnect the System to Customer’s electric system at the Site and/or to the utility’s electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary for installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System.
  - b. Undertake all commercially-practicable efforts to assist with SolarStorage’s application for the SGIP Incentives.
  - c. Customer recognizes and agrees that SolarStorage owns and is entitled to all environmental attributes and environmental incentives attributable to the System, including the SGIP Incentives, any tax credits, and any and all rebates, incentives, subsidies or other benefits from any and all other incentive, rebate or other programs applicable to the System.
  - d. Starting on the date on which SolarStorage shall have certified to Customer that (a) the System is substantially complete and available for commercial operation, (b) all permits and license required to be obtained under applicable law in connection with the operation of the System shall have been obtained and be in full force and effect, and (c) Customer shall have entered into an interconnection agreement with the local electric utility (the “Commercial Operation Date”), pay to SolarStorage the Battery Services Fee set forth in Exhibit 1 (the “Battery Services Fees”) on a monthly basis. Customer must pay the Battery Services Fee within thirty (30) days after receiving an invoice from SolarStorage for the Services provided by SolarStorage during the preceding month.
  - e. Maintain the existing electrical equipment and related systems at the Site. If Customer modifies or replaces the existing electrical equipment or related systems at the Site, and such modifications or replacement damage or cause the System to fail, SolarStorage will not be liable for any damages, losses, outages, or failure of SolarStorage to perform its obligations under this Agreement that result from such modifications or replacement and Customer shall be liable to SolarStorage for any resulting damages to the System.
  - f. Refrain from modifying or repairing the System. In addition, Customer will not—and will not permit any third party to—disassemble, reverse engineer, or re-engineer the System.
  - g. Indemnify, defend, and hold SolarStorage (as well as the officers, directors, shareholders, employees, and agents of SolarStorage) harmless against any Claims to the extent arising out of (i) the negligence or willful misconduct of Customer or its agents or employees or others under Customer’s control at the Site, or (ii) Customer’s breach of this Agreement.

3. Grid Services. Nothing contained within this Agreement will preclude or prevent SolarStorage from entering into an agreement or agreements with the local electric utility, grid operator, grid services provider or aggregator, or other entity whereby SolarStorage would use the System to bid into or provide demand-response, reactive power or voltage stabilization services, grid balancing services, or other similar services or programs ("Grid Services"). SolarStorage and Customer shall negotiate in good faith and shall agree on the terms, including revenue sharing, of the participation by the System in any such program(s) on a case-by-case basis.
4. **WARRANTY DISCLAIMER.** NO IMPLIED WARRANTY OR REMEDY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY UNDER THIS AGREEMENT. The remedies set forth in this Agreement shall be Customer's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.
5. **Confidentiality; Permitted Disclosures; Publicity.**
  - a. Confidentiality. If either Party and/or its Representatives (as defined below) provides any information (whether prior to, on or after the Effective Date) to the other party and/or its Representatives, either directly or indirectly, in writing, orally, by drawings, observation, or tangible objects such as documents, prototypes, samples, products and facilities, including, but not limited to, trade secrets, know-how and other intellectual property or information relating to the disclosing party's business, operations, products, technology (including technical information regarding the design, operation and maintenance of the System), or analyses or other documents prepared by either Party or any of their Representatives that contain or otherwise reflect any of the disclosed information which the receiving Party reasonably should understand is confidential ("Confidential Information"), the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement.
  - b. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "Representatives"), and affiliates, lenders, and potential assignees of this Agreement (provided on condition that such recipients be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information as provided herein), in each case as reasonably necessary to the negotiation and performance of this Agreement.
  - c. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Provided, however, that electronic copies of or containing Confidential Information that are automatically generated through data backup and/or archiving systems and which are not readily accessible by receiving Party's business personnel (the "electronic copies"), shall not be deemed to violate this Agreement, so long as such electronic copies are not disclosed in violation of the terms of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit receiving party's legal department or counsel from retaining one (1) copy, including any electronic copy, of any of the Confidential Information as necessary to comply with regulatory recordkeeping requirements applicable to it or any internal recordkeeping policy or procedure to which it is subject. Such retained copy shall remain subject to the terms and conditions of this Agreement.
  - d. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section, but shall be in addition to all other remedies available at law or in equity.
  - e. Permitted Disclosures. Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory

instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any court or arbitrator with authority to bind a party at law (each, a "Governmental Authority") under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

- f. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release of the specific terms of this Agreement (except for filings or other statements, releases or mandatory on-the-record debriefings, as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of environmental attributes and environmental incentives and any related reporting rights.
6. **Removal of System at Expiration.** Upon the expiration or earlier termination of this Agreement, SolarStorage shall, at its expense, remove all of its tangible property comprising the System from the Site on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term. Excluding ordinary wear and tear, the Site shall be returned to its original condition, including the removal of System mounting pads and other support structures in its entirety. SolarStorage shall leave the Site in neat and clean order, including environmental clean-up. If SolarStorage fails to remove or commence substantial efforts to remove the System by such agreed upon date, Customer shall have the right, at its option, to remove the System to a public warehouse and restore the Site to its original condition (other than ordinary wear and tear) at SolarStorage's cost. Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.
  7. **SolarStorage Representations and Warranties.** SolarStorage represents and warrants the following:
    - a. It is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
    - b. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action.
    - c. This Agreement is a legal, valid and binding obligation of SolarStorage enforceable against SolarStorage in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
    - d. SolarStorage has obtained all licenses, authorizations, consents and approvals required by any governmental authority or other third party which is necessary for SolarStorage to execute and deliver this Agreement, and SolarStorage is in compliance with all laws that relate to this Agreement in all material respects.
  8. **Customer Representations and Warranties.** Customer represents and warrants the following:
    - a. It is a public school district validly existing under the laws of the state of California and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

- b. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action.
  - c. This Agreement is a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
  - d. Customer has obtained all licenses, authorizations, consents and approvals required by any governmental authority or other third party necessary for Customer to execute and deliver this Agreement, and Customer is in compliance with all laws that relate to this Agreement in all material respects.
9. Dispute Resolution; Governing Law. This Agreement, and any dispute arising therefrom, shall be governed by the laws of the State of California, without regard to its conflict of laws rules or any other statute, regulation, or precedent requiring the application of the laws of another jurisdiction. In the event of any dispute, controversy, or claim arising out of, under, or related to this Agreement, the claiming Party shall provide written Notice of such dispute to the other Party. Thereafter, SunPower and Customer will make good-faith attempts to negotiate a mutually-acceptable solution.
10. Limitations on Liability. Neither Party's maximum aggregate liability to the other (arising from any source, whether from contract, tort, equity, quasi-contract, or otherwise) under this Agreement shall exceed the annual value of the Battery Services Fees paid to SolarStorage during the preceding year. In addition, neither Party will be liable to the other Party under this Agreement for any consequential, special, indirect, or punitive damages, or for loss of profit or goodwill.
11. Execution; Amendments. SolarStorage and Customer may execute this Agreement in one or more counterparts; and, each counterpart will constitute an original, and, collectively, the counterparts will constitute a single agreement. In addition, any amendment to this Agreement must be made and agreed to in a written document, signed by both SolarStorage and Customer, before taking effect; and, this Agreement and any amendment hereto, once executed, will supersede and replace any previously existing oral or written agreements that relate to the subject matter of this Agreement.
12. Term. This Agreement becomes effective upon the Effective Date and, unless terminated beforehand according to the provisions governing termination contained herein, shall expire on the date that is ten (10) years after the Commercial Operation Date for the System.
13. Termination.
- a. SolarStorage may terminate this Agreement in the following circumstances:
    - i. In SolarStorage's sole discretion prior to the commencement of the performance of the Services. If SolarStorage terminates pursuant to this Section 13(a)(i), then it must provide written Notice to Customer at least forty five (45) calendar days before termination becomes effective and refund any amounts received from Customer, before such termination will take effect. Once termination pursuant to this Section 13(a)(i) takes effect, neither SolarStorage nor Customer will have any liability or obligations to the other under this Agreement, except as may survive pursuant to Section 21.
    - ii. At any time, if Customer fails to perform any of its material obligations under this Agreement; provided, however, that the following conditions precedent to termination have been met: (1) SolarStorage has provided written Notice to Customer of Customer's failure to perform any such material obligation, and; (2) forty five (45) calendar days or more have passed since SolarStorage's provision of Notice of such failure and Customer has not cured or remedied such failure. If SolarStorage terminates pursuant to this Section 14(a)(ii), Customer will not be entitled to a refund of any payments, all remaining Battery Services Fees and any other amounts owed by Customer will become due and payable, and SolarStorage will retain all rights and remedies available to it under this Agreement, at law, or in equity. In the event of any termination

pursuant to this Section 13(a)(ii), and provided all amounts owed by Customer have been received by SolarStorage, neither SolarStorage nor Customer will have any further liability or obligations to the other under this Agreement, except as may survive pursuant to Section 21.

b. Customer may terminate this Agreement in the following circumstances:

i. At any time, if SolarStorage fails to perform any of its material obligations under this Agreement; provided that the following conditions have been met: (1) Customer has provided SolarStorage with written Notice setting out (with reasonable particularity) SolarStorage's alleged breach or failure to comply with its material obligations under this Agreement; and (2) forty-five (45) calendar days or more have passed since the date Customer sent such written Notice to SolarStorage and SolarStorage has not initiated a correction, repair, or cure to its failure to comply with material obligations or breach of this Agreement.

1. In the event of any termination pursuant to Section 13(b)(i): (1) Customer must pay to SolarStorage all undisputed Battery Services Fees incurred prior to the date Customer provided notice to SolarStorage under Section 13(b)(i), if such services were provided; and (2) neither SolarStorage nor Customer will have any other remaining liability or obligations under this Agreement except as may survive pursuant to Section 21.

#### 14. Force Majeure.

a. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, which cannot through best efforts be overcome or substantially mitigated by the affected Party. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake exceeding the design parameters of the System; hurricane; flood exceeding the design parameters of the System; lightning; wind loads exceeding the design parameters of the System; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid (except where such unavailability results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); absolute unavailability of necessary and adequate equipment, supplies or products; and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that impacts Customer's ability to make payment; however, the time to make any payment due under this Agreement shall be tolled during any period that making the payment is prevented by one or more Force Majeure events. This tolling shall include any period during which Customer has taken all reasonable steps to secure payment, processing and tender of payment, during which period payment is delayed by the conduct of third parties whose actions are necessary to the payment of Customer's obligations hereunder.

- d. If a Force Majeure event continues for a period of one hundred (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party under this Agreement (except for amounts accrued but unpaid).

15. Notice. Any communication or notice that is made in connection with, or required under, this Agreement, must be in writing and may be delivered via mail, electronic mail, or otherwise (and deemed delivered upon receipt) to the following addresses (or any address specified, in writing, by Customer or SolarStorage) ("Notice"):

- a. To Customer:                    Contra Costa County
  
- To SolarStorage:                [SolarStorage Fund [D], LLC]  
   1414 Harbour Way South, Ste. 1901  
   Richmond, CA 94804  
   Attention: Legal Department

16. Assignment and Financing.

- a. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, SolarStorage may, without the prior written consent of Customer, (i) assign, mortgage, pledge or otherwise sell, transfer, or assign its interests in this Agreement to any Financing Party (as defined below), (ii) directly or indirectly assign this Agreement to an affiliate of SolarStorage, (iii) assign this Agreement to any entity through which SolarStorage is obtaining financing or capital for the System and (iv) assign this Agreement to any person succeeding to all or substantially all of the assets of SolarStorage (provided that SolarStorage shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of SolarStorage's obligations hereunder by the assignee). Customer's consent to any other assignment shall not be unreasonably withheld if Customer has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining battery storage systems comparable to the System and providing services comparable to those contemplated by this Agreement; and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
  
  - b. The Parties acknowledge that SolarStorage may obtain construction and long-term financing or other credit support from lenders or third parties (including tax equity or similar investors) ("Financing Parties") in connection with the installation, construction, ownership, operation and maintenance of the System. The Parties also agree that SolarStorage may assign or transfer this Agreement to the Financing Parties, and in connection with any such assignment or transfer, Customer agrees to execute a consent to assignment in customary form and reasonably acceptable to the Financing Parties. Should Customer be requested to execute a consent more than twice, then Customer shall be reimbursed by SolarStorage for reasonable fees and costs incurred as a result of such request. A Financing Party shall be entitled to exercise, in the place and stead of SolarStorage, any and all rights and remedies of SolarStorage under this Agreement. Customer will not exercise any right to terminate this Agreement unless it shall have given the Financing Party, if known to Customer, prior written notice and has allowed the Financing Party the opportunity to cure the condition giving rise to such right to the same extent and under the same terms allowed SolarStorage under this Agreement provided that cure periods shall begin for the Financing Party when notice is given to such Financing Party. If the Financing Party requires this Agreement to be modified to finance, develop or operate the System, and the modification does not materially diminish Customer's rights under this Agreement, the Parties shall negotiate in good faith to amend this Agreement in a timely fashion.
17. Further Assurances. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the

assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

18. No Partnership. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
19. Full Agreement, Modification, Invalidity, Counterparts, Captions. This Agreement, together with any Exhibits, completely and exclusively states the agreement of the parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
20. No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other person.
21. Survival. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 1(c) (Indemnification), Section 2(a) (Site License), Section 2(g) (Indemnification), Section 4 (Warranty Disclaimer), Section 5 (Confidentiality; Permitted Disclosures; Publicity), Section 6 (Removal of System at Expiration), Section 7 and 8 (Representations and Warranties), Section 9 (Dispute Resolution; Governing Law), Section 10 (Limitations on Liability); Section 15 (Notice), Section 18 (No Partnership), Section 19 (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 20 (No Third Party Beneficiaries).

[REMAINDER OF PAGE INTENTIONALLY BLANK]



This Agreement is authorized and executed by:

[Solar Storage Fund [D], LLC]

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Name:

Title:

Date:

Customer

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Name:

Title:

Date:

## **EXHIBIT 1—DESCRIPTION OF THE SITE AND THE SYSTEM; PRICING ASSUMPTIONS**

1. Site and System. The System will be installed at the location and will be comprised of the components as set forth below:

|                                    |                              |
|------------------------------------|------------------------------|
| Site Address                       | 5555 Giant Hwy., Richmond CA |
| System                             | MegaPack / Tesla             |
| Expected Commercial Operation Date | TBD                          |
| Battery Services Fee               | \$0                          |
|                                    |                              |



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: County opting up to MCE Deep Green

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to enroll in the MCE Deep Green 100% Renewable Energy Program for all the County's electricity accounts, with the exception of the solar-powered PG&E Net Energy Metering (NEM) accounts, Countywide.

**FISCAL IMPACT:**

Enrolling in MCE Deep Green 100% renewable energy will cost the County an estimated additional \$290,000/year beginning fiscal year 2021-22, 100% funded through building occupancy.

**BACKGROUND:**

Since the County decided to enroll in MCE in 2017, community members have been advocating for the County to enroll its own accounts in MCE's Deep Green (100% renewable) program. Using renewable electricity sources instead of fossil fuel electricity sources is one of the easiest ways to reduce greenhouse gas emissions. The emissions inventory prepared last year as part of the ongoing update to the County's Climate Action Plan forecasts emissions associated with electricity to be lower than they were in the base year, 2017, due to more customers taking electricity from MCE because of the higher renewable content in MCE's electricity mix than PG&E's. In community meetings conducted in

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Ramesh Kanzaria  
925-957-2480

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

2019 for the Climate Action Plan update, a constant suggestion was that the County enroll its own accounts in MCE's Deep Green program. In Contra Costa County, the cities of Martinez, Walnut Creek, Lafayette, Danville, El Cerrito, San Pablo, and Richmond have enrolled their accounts in MCE's Deep Green program.

At the December 9, 2019 meeting, the Sustainability Committee reviewed the options for enrolling County facilities in MCE's Deep Green (100% renewable) electricity project. The difference between the current MCE basic electricity product known as Lite Green and Deep Green is about one cent per kilowatt-hour (\$0.01/kWh). If all County facilities were to enroll, the increase in electricity costs would be approximately \$400,000. Because a number of County facilities currently have solar or are in the process of installing solar, another option would be to enroll only those facilities that do not have solar. This would result in a total electricity bill increase of about \$290,000/year and a greenhouse gas (GHG) emissions reduction of 1,500 metric tons per year.

Researchers at the Massachusetts Institute of Technology have published a new study that claims the economic value of the health benefits realized by meeting the renewable portfolio standards already in place in several states will exceed the cost of meeting those standards by a wide margin. Burning fossil fuels — any fossil fuels — creates pollutants known as fine particulate matter. These tiny particles of soot less than 2.5 microns in size can transfer directly into the bloodstream in the lungs. Once absorbed into the body, they promote heart and lung disease, making us sick and in some cases shortening our lives. The illnesses attributed to fine particulate matter have economic consequences such as medical bills, lost income, and reduced productivity. Lowering the amount of fine particulates would have what economists call “health co-benefits.”

During public comment at the December 9 meeting, Marti Roach (County resident) asked if the County's solar installations provide 100% of the building use, and suggested that because they do not; enrolling in Deep Green would bridge the gap. Howdy Goudey (Sustainability Commission Chair) said that the County needs both solar on its facilities and Deep Green participation. He said that the \$0.01/kWh premium that MCE currently offers to customers who participate in the Net Energy Metering program if they have solar panels that are selling excess power back to MCE will in the future only be available to Deep Green customers. Goudey suggested savings from the solar facilities could fund County participation in Deep Green. Goudey said the Sustainability Commission has looked at other areas where the County could realize potential savings, for example, eliminating the use of disposable food ware. Rose Jackson (County resident) said the County needs to move quickly and set an example for the public. Other members of the public agreed, including Karen Perkins (County resident) who said that in the long run the County should consider the cost of not joining Deep Green to combat climate change.

In discussion, the Committee clarified that additional electricity costs for Deep Green participation would be borne by the County department(s) that are in the participating buildings. In some cases, these costs come out of the General Fund, in others they come out of programs funded from other sources. The Committee discussed the many priorities the Board must balance, including health care, social services, and social justice programs. The Committee voted to recommend to the Board that the County enroll in MCE's Deep Green program those facilities that do not have and will not be receiving solar panels. The Committee also voted to review this decision in one year.

## CONSEQUENCE OF NEGATIVE ACTION:

The County will miss an opportunity to cost effectively meet the goals of the Climate Action Plan for powering the County's facilities on 100% renewable power and provide health benefits for County residents.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Approve New and Recredentialing Providers in Contra Costa Health Plan's Community Provider Network

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**RECOMMENDATION(S):**

APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director on February 19, 2020, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

**FISCAL IMPACT:**

There is no fiscal impact for this recommendation.

**BACKGROUND:**

The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisors approval must be contained within each CCHP provider's credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable Contra Costa Health Plan to comply with this requirement.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Sharron Mackey,  
925-313-6104

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

By: , Deputy

cc: Heather Wong, Marcy Wilhelm

ATTACHMENTS

CCHP Credential-Recredential List Feb. 19,  
2020

**Contra Costa Health Plan  
Providers Approved by Medical Director  
February 19, 2020**

| <b>CREDENTIALING PROVIDERS FEBRUARY 2020</b> |   |
|--|---|
| <b>Name</b>                                  | <b>Specialty</b>                        |
| Bhela, Serena, MD                            | Nephrology                              |
| Burkhard, Brianna, BCBA                      | Qualified Autism Provider               |
| Byrne, Kevin, PA                             | Mid-Level Orthopaedic Surgery Assistant |
| Conolly, Patricia, MD                        | Primary Care Internal Medicine          |
| Curiel, Cassandra, AMFT                      | Mental Health Services                  |
| DeStefano, Christin, MD                      | Hematology/Oncology                     |
| Espinoza, Jennifer, NP                       | Primary Care Family Medicine            |
| Graetsch-Vasquez, Claudia, RD                | Dietitian/Diabetes Education            |
| Green, Andrew, BCBA                          | Qualified Autism Provider               |
| Hoang, Matthew, MS                           | Qualified Autism Provider               |
| Kong, Shannon, SLP                           | Speech Pathology                        |
| Kusz, Jean, CRNA                             | Mid-Level Anesthesiology                |
| Milhomem-Roualdes, Chrissy, PA               | Primary Care Family Medicine            |
| Nguyen, Connie, BCBA                         | Qualified Autism Provider               |
| Patel, Monica, BCBA                          | Qualified Autism Provider               |
| Radetsky, Martha, MFT                        | Mental Health Services                  |
| Sinkondo, Martine, BCBA                      | Qualified Autism Provider               |
| Sobrio-Ritter, Amber, BCBA                   | Qualified Autism Provider               |
| Tsujimoto, Bryan, PA                         | Primary Care Internal Medicine          |

| <b>CREDENTIALING ORGANIZATIONAL PROVIDER<br/>FEBRUARY 2020</b> |                                       |                 |
|--|---------------------------------------|-----------------|
| <b>Provider Name</b>   | <b>Provide the Following Services</b> | <b>Location</b> |
| DaVita - Curtola Home Training                                 | Dialysis Center                       | Vallejo         |

| <b>RE-CREDENTIALING PROVIDERS FEBRUARY 2020</b> |                                   |
|---|-----------------------------------|
| <b>Name</b>                                     | <b>Specialty</b>                  |
| Alonso, Juan, BCBA                              | Qualified Autism Provider         |
| Aqeel, Noorulain, MD                            | Psychiatry/Geriatric Psychiatry   |
| Bailey, Lisa, MD                                | Surgery – Oncology                |
| Butler, Tiffany, PA                             | Mid-Level Family Planning         |
| Dave, Hiten, PT                                 | Physical Therapy                  |
| Erdmann, John, LAc, DC                          | Acupuncture/Chiropractic Medicine |
| Frausto, Luz, PA                                | Primary Care Family Medicine      |



| <b>RECREREDENTIALING PROVIDERS FEBRUARY 2020</b> |   |
|--|---|
| <b>Name</b>                                      | <b>Specialty</b>                                    |
| Goy, Anna Mari, BA, RBT                          | Qualified Autism Professional                       |
| Gray, Alexandra, NP                              | Primary Care Family Medicine                        |
| Harmon, Anne, MFT                                | Mental Health Services                              |
| Hewett, Lauren, PA                               | Mid-Level Cardiothoracic Surgery Assistant          |
| Hussain, Zairin, BCBA                            | Qualified Autism Provider                           |
| Jahangiri, Hameed, MD                            | Psychiatry  |
| Kancherla, Deepika, MD                           | Nephrology  |
| Kwan, Diane, MD                                  | Surgery – Bariatric                                 |
| Lagrimas, Tanya, MD                              | Urgent Care   |
| Laplante, Sebastien, PT                          | Physical Therapy                                    |
| McDonald, Thomas, MD                             | Ophthalmology                                       |
| Pollock, Lealah, MD                              | Family Planning/HIV/AIDS                            |
| Rene, Paterson, PA                               | Primary Care Family Medicine/<br>Mid-Level HIV/AIDS |
| Tanaka, Lucia, NP                                | Primary Care Family Medicine                        |
| Veytsman, Anna-Maria, MD                         | Anesthesiology                                      |
| Wycoff-Montenegro, Melissa, MD                   | Psychiatry  |

| <b>RECREREDENTIALING ORGANIZATIONAL PROVIDERS<br/>FEBRUARY 2020</b> |                                       |                 |
|---|---------------------------------------|-----------------|
| <b>Provider Name</b>  | <b>Provide the Following Services</b> | <b>Location</b> |
| Premier Healthcare Services, LLC                                    | Home Health                           | Alameda         |
| Windsor Convalescent and Rehabilitation Center of Concord, LLC      | Skilled Nursing Facility              | Concord         |



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Adopt Notice of Completion for West County Behavior Health Center (WCBH) project. (WH518B)

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2020/108 accepting as complete, the contracted work performed by C. Overaa & Co., a California corporation, for West County Behavioral Health Center (WCBH) located at 13585 San Pablo Avenue, San Pablo, for the Health Services Department ("HSD").

**FISCAL IMPACT:**

No fiscal impact associated with accepting completion of contracted work.

**BACKGROUND:**

The new two-story building serves for primary behavioral health care clinic requirements and encompasses approximately 20,700 square feet gross building area with a drop-off area and parking stalls. Improvements include a standalone structure with pedestrian link to the original WCHC, shared outdoor courtyard and a new service yard for Trash/recycling container and mechanical equipment. The facility houses Behavioral Health, which was relocated from leased and county owned facilities, and provides much needed space for Behavior Health Services in West Contra Costa County. The Facility qualifies for a LEED Silver rating from the Green Building Council.

A construction contract in the amount of 12,455,000

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Ramesh Kanzaria  
925-957-2480

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

for the West County Behavioral Health Center was awarded on April 17, 2018, to C.Overaa & Co., of Richmond. The project has now been completed and the Public Works Director recommends that the Board adopt Resolution No. 2020/108 accepting the contract work as complete. Following project completion, the contractor will still be responsible for completing \$25,365 in ongoing final punch list items listed in the Withhold Summary Agreement signed by the contractor on March 16, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

Accepting a contract as complete is standard procedure and allows for proper closeout of the contract. If the contract is not accepted as complete, the period for filing stop payment notices and bond claims may be extended and then Contra Costa County will incur expenses for additional contract administration.

ATTACHMENTS

Resolution No. 2020/108

Withhold Agreement

Recorded at the request of: Ramesh Kanzaria 925-957-2480

Return To: Ramesh Kanzaria 925-957-2480

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

**Adopted this Resolution on 03/31/2020 by the following vote:**

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2020/108

In the Matter of Accepting and giving Notice of Completion of Contract for West County Behavioral Health Center, Project No. 145-1502 (District I)

The Board of Supervisors RESOLVES that:

Owner (sole): Contra Costa County, Health Services Department, 50 Douglas, Martinez, CA 94553

Nature of Stated Owner: Fee and/or Easement

Project No: 145-1502

Project Name: West County Behavioral Health Center Project

Date of Work Completion: March 31, 2020

Description: Contra Costa County on April 17, 2017, contracted with C. Overaa & Co., for the work generally consisting of the new two-story building serves for primary care clinic requirements and encompasses approximately 20,700 square feet gross building area with a drop-off area and parking stalls. Improvements include a standalone structure with pedestrian link to the original West County Behavioral Health Center Project (WCHC), shared outdoor courtyard and a new service yard for trash/recycling container and mechanical equipment. The facility houses Behavioral Health, which was relocated from a leased and county owned facilities, and provides much needed space for Behavior Health Services in West Contra Costa County. The Facility qualifies for a LEED Silver rating from the Green Building Council, all in accordance with the plans, drawings, special provisions and/or specifications prepared by or for the Public Works Director and in accordance with the accepted bid proposal. The project was located in the San Pablo Area, with Travelers Casualty and Surety Company of America, as surety, for work to be performed on the grounds of the County; and

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of March 31, 2020.

Identification of real property: 13585 San Pablo Avenue, San Pablo, CA 94806

Fees: None

Legal References: None

Comments: None

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

**Contact: Ramesh Kanzaria 925-957-2480**

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

**ATTESTED: March 31, 2020**

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

By: , Deputy

**cc:**



# Contra Costa County Public Works Department

Brian M. Balbas, Director  
Deputy Directors  
Stephen Kowalewski, Chief  
Allison Knapp  
Warren Lai  
Carrie Ricci  
Joe Yee

March 16, 2020

Mr. Colby Powell  
C. Overaa Co.  
200 Parr Blvd.  
Richmond, CA 94801

*Via Email [colbyp@overaa.com](mailto:colbyp@overaa.com) & U.S. Mail)*

RE: **WEST COUNTY HEALTH CENTER EXPANSION, 13585 SAN PABLO AVENUE, SAN PABLO CA 94806 (WH518A)**; Withhold Agreement and Acceptance of Contract

Project No.: 145-1502/C.1.1

Dear Mr. Colby:

Before we recommend to the County Board of Supervisors that they accept the Contract for the subject project as complete, we must have your concurrence with the following:

The County may withhold from monies otherwise due, the amount of \$25,365 for materials and labor to complete the items listed on the attached "Withhold Summary." Contractor shall complete these items in an expeditious manner. If any item is not satisfactorily completed by \*April 30, 2020, the County may use the money withheld, in the amount designated at the respective line item, to complete the work.

If you are in agreement with these conditions, please sign on the line provided at the bottom of this letter and return it to us to serve as notice of agreement. We will need your response by March 16, 2020, in order for the Board of Supervisors to act on acceptance of the contract at their meeting on March 31, 2020.

If you have questions or need more information, please contact me at (925) 957-2468.

Sincerely,

Ramesh Kanzaria  
Capital Projects Division Manager

CONTRACTOR AGREES TO THE CONDITIONS DESCRIBED IN THIS LETTER:

(Signature)

3/17/20  
(Date)

(Printed Name and Title)

A. COLBY POWELL, VICE PRESIDENT

RK:dh  
Enclosures  
c: File: 145-1502/C.1.1

**\* SUBJECT TO EXTENSION DUE TO RESTRICTIONS RESULTING FROM COVID-19 OUTBREAK!**

"Accredited by the American Public Works Association"

40Muir Road, Second Floor, Martinez, CA 94553

TEL: (925) 957-2480 • FAX: (925) 228-2437

[www.cccpublicworks.org](http://www.cccpublicworks.org)

**WITHHOLD SUMMARY**

WEST COUNTY HEALTH CENTER EXPANSION  
13585 SAN PABLO AVE., SAN PABLO, CA (WH518B)

Date: March 16, 2020

File: 145-1502/C.1.1

| <u>Item#</u> | <u>Description/Punch List</u>   | <u>Location</u> | <u>Withhold Amount</u> |
|--------------|---|-----------------|------------------------|
| 29           | Door needs to have closers attached and cut outs for power transfer. Top trim piece to cover electrical wiring also needs to be installed | 105             | \$1200                 |
| 31           | Lower light fixtures  | 1001            | \$1200                 |
| 4            | Cut back casework inside of access panel around plug. Casework sub to fix when med room casework is installed                             | 1007            | \$450                  |
| 41           | Urinal is not working. Bowers to fix week of 3/16/20  | 1007            | \$2400                 |
| 5            | Install cap for transformer plug  | 1023            | \$300                  |
| 26           | Install door stop so door does not hit trash can  | 1023            | \$450                  |
| 69           | Fix access panel door in ceiling  | 1023            | \$150                  |
| 23           | Touch up door nick  | 1032            | \$600                  |
| N/A          | Replace Elect Strike at Dr #2001A, see MM/CPMD Email 3/16/20  | 2001            | \$1200                 |
| 7            | Repair chip in plastic laminate. Casework sub to fix when med room casework change is installed   | 2004            | \$600                  |
| 56           | Toilet partitions are not secured to the wall. Patch & Paint still Req'd  | 2007            | \$150                  |
| 24           | Fix door chip   | 2015            | \$600                  |
| 51           | Paint on ceiling and above door frame. There are spots on the ceiling that only the primer was applied                                    | 2024            | \$450                  |
| 59           | Clean tile and grout. To be discussed on site visit   | 2024            | \$1200                 |
| 48           | Touch up ceiling  | 2038            | \$300                  |
| 6            | Install cover around electrical plug  | 2040            | \$300                  |
| 27           | Door cylinder turns when locking the door   | 2040            | \$300                  |
| 14           | Clean thresholds at 1st & 2nd floor elevator thresholds   | 203A            | \$300                  |

|    |   |          |        |
|----|---|----------|--------|
| 12 | Clean all tile flooring and clean grout in all bathrooms  | Elev 1   | \$3600 |
| 25 | Install door tags throughout  | General  | \$495  |
| 33 | Look into alternate ways to conceal electrical and plumbing.<br>@ Xfrmr's                           | General  | \$1200 |
| 11 | Cut screws in the ceiling and remove all trash from the pump room                                   | Site     | \$150  |
| 54 | Provide backing for signs that are pasted to exterior windows                                       | Site     | \$0    |
| 55 | Install employee entrance signs, x 3 Ea.  | Site     | \$150  |
| 72 | Finish sign information. County to provide tow yard info. No similar<br>signs for reference at WCHC | Site     | \$0    |
| 42 | Clean/wipe down all window flashings  | Site     | \$1200 |
| 75 | Install "Do Not Enter" & "Behavioral Health at Next Right" signs                                    | Site     | \$2100 |
| 42 | Insulate the remainder of pipes in the trash enclosure and<br>fix the valve                         | Stair #2 | \$1200 |
| 34 | Cinch ties may need to be used at trees. 10 min's x 80 Ea.  | Site     | \$1920 |
| 76 | Balance of Landscape Arch's PL Items not received yet   | Site     | \$0    |
| 57 | Provide lid for concrete utility box in rock mulch area, Image #22                                  | Site     | \$750  |
| 17 | Clean fire riser  | Stair #2 | \$300  |
| 57 | Screws are missing from handrail plate attachment   | Stair #2 | \$150  |

**TOTAL WITHHOLD AMOUNT** **\$25,365**





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Disposal of Surplus Property

---

**RECOMMENDATION(S):**

DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Section 1108-2.212 of the County Ordinance Code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is either obsolete, worn out, beyond economical repair, or damaged beyond repair.

**CONSEQUENCE OF NEGATIVE ACTION:**

Public Works would not be able to dispose of surplus vehicles and equipment.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Nida Rivera, (925)  
313-2124

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

By: , Deputy

cc:

ATTACHMENTS

Surplus Vehicles & Equipment

ATTACHMENT TO BOARD ORDER MARCH 31, 2020

| Department               | Description/Unit/Make/Model                    | Serial No.        | Condition<br>A. Obsolete B. Worn Out<br>C. Beyond economical repair<br>D. Damaged beyond repair |
|--------------------------|--|-------------------|---|
| FIRE PROTECTIVE DISTRICT | 2008 FORD F-150 TRUCK # 276 (130963 MILES)     | 1FTRW14W28FA87371 | C. BEYOND ECONOMICAL REPAIR   |
| FIRE PROTECTIVE DISTRICT | 2008 FORD F-150 TRUCK # 272 (110275 MILES)     | 1FTRW14W48FA87372 | C. BEYOND ECONOMICAL REPAIR   |
| FIRE PROTECTIVE DISTRICT | 2008 FORD F-150 TRUCK # 277 (126515 MILES)     | 1FTRW14W16FA92669 | C. BEYOND ECONOMICAL REPAIR   |
| FIRE PROTECTIVE DISTRICT | 2003 FORD F-150 TRUCK # 238 (98922 MILES)      | 1FTRW08683KC90236 | C. BEYOND ECONOMICAL REPAIR   |
| FIRE PROTECTIVE DISTRICT | 2006 FORD EXPLORER SUV # 294 (110709 MILES)    | 1FMEU72E26UB35716 | C. BEYOND ECONOMICAL REPAIR   |
| CROCKETT FIRE DISTRICT   | 2006 FORD EXPLORER SUV # 17 ( 68900 MILES)     | 1FMPU16596LA28734 | D. DAMAGED BEYOND REPAIR  |
| DISTRICT ATTORNEY        | 2013 TOYOTA CAMRY HYBRID # 1257 (128383 MILES) | 4T1BD1FKXDU080199 | B. WORN OUT   |
| ELECTION SERVICES        | 1999 FORD WINDSTAR VAN # 5886 (70274 MILES)    | 2FMZA5146XBC53671 | B. WORN OUT   |
| HEALTH SERVICES          | 1997 FORD RANGER TRUCK # 5186 (102084 MILES)   | 1FTCR14X1VPB30724 | B. WORN OUT   |
| AGRICULTURE              | 2007 FORD RANGER TRUCK # 5060 (128026 MILES)   | 1FTYR10E07PA10569 | B. WORN OUT   |
| HEALTH SERVICES          | 2009 HONDA CIVIC CNG # 0295 (91286 MILES)      | 1HGFA46519L000054 | B. WORN OUT   |
| HEALTH SERVICES          | 2008 TOYOTA PRIUS HYBRID # 0283 (107640 MILES) | JTDKB20U787800069 | B. WORN OUT   |
| SHERIFF                  | 2010 FORD EXPLORER SUV # 3709 (90891 MILES)    | 1FMEU7DE1AUA08672 | B. WORN OUT   |
| SHERIFF                  | 2014 FORD INTERCEPTOR SUV # 3406 (99856 MILES) | 1FM5K8AR3EGA91948 | D. DAMAGED BEYOND REPAIR  |
| PUBLIC WORKS             | 2001 FORD E-250 CARGO VAN # 4584 (91088 MILES) | 1FTNE24M81HA61874 | B. WORN OUT   |
| AGRICULTURE              | 2001 CHEVY S-10 TRUCK # 5031 (90566 MILES)     | 1GCCS19W718202065 | B. WORN OUT   |
|                          |  |                   |   |
|                          |  |                   |   |
|                          |  |                   |   |
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|                          |  |                   |   |
|                          |  |                   |   |



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Ambulance Services Contract Amendment with the San Ramon Valley Fire Protection District

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an amendment to the ambulance services contract with the San Ramon Valley Fire Protection District to extend the term from April 30, 2020 to October 31, 2020, for continued emergency ambulance service in the County's Emergency Response Area IV.

**FISCAL IMPACT:**

This is a non-financial agreement

**BACKGROUND:**

Emergency Response Area IV is one of five ambulance operating areas in Contra Costa County. On December 9, 2008, the Board of Supervisors approved an ambulance services contract with the San Ramon Valley Fire Protection District (Contract No. 23-055-19) for the provision of emergency ambulance services in Emergency Response Area IV (San Ramon Valley area) through October 31, 2018.

On June 5, 2018, the Board of Supervisors approved an amendment to the ambulance services contract with the San Ramon Valley Fire Protection District to extend the term through October 31, 2019. On August 6, 2019, the Board of Supervisors approved a subsequent amendment to extend the term for an additional six months through April 30, 2020.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Patricia Frost,  
925-608-5454

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

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of this extension of the ambulance services contract with the San Ramon Valley Fire Protection District will allow the fire district to continue providing emergency ambulance services in Emergency Response Area IV through October 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

Emergency ambulance services would not be provided in Emergency Response Area IV.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: March 31, 2020

Subject: Fiscal Year 2019–2020 Tax Administration Report for Community Facilities District No. 2007-1. Project No. 7484-6W7249

**RECOMMENDATION(S):**

ACCEPT the Fiscal Year 2019–2020 Community Facilities District Tax Administration Report on County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Management Facilities), as required by Sections 50075.3 and 53411 of the California Government Code, as recommended by the Public Works Director, Countywide.

**FISCAL IMPACT:**

This report relates to special taxes approved by voters and payment for authorized services by said special taxes. Community Facilities District (CFD) No. 2007-1 funds its own administration, including preparation of Annual CFD Tax Administration Reports.

**BACKGROUND:**

On August 14, 2007, the County of Contra Costa Board of Supervisors established CFD No. 2007-1. In a landowner election held the same day, the sole owner of property within the CFD voted to authorize the levy of a Mello-Roos special tax on property within CFD No. 2007-1. At CFD formation, the CFD boundary included two parcels in the Bay Point area of Contra Costa County (County). The future potential annexation area of CFD No. 2007-1 includes all parcels in the unincorporated

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: John Steere, (925)  
313-2281

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

By: , Deputy

cc: Allison Knapp, Deputy Chief Engineer, Slava Gospodchikov, Engineering Services, Tim Jensen, Flood Control, Diana Oyler, Finance, Michele Mancuso, County Watershed Program, John Steere, Flood Control, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

area of the County that will be developed or redeveloped. In Fiscal Year 2019–2020, three additional development projects had completed annexation into CFD No. 2007-1 for a total of 37 properties that are now a part of this CFD. It is anticipated that subsequent development projects within the unincorporated areas of the County will continue to annex into CFD No. 2007-1.

The purpose of the CFD is to generate special tax revenue to fund specified stormwater management facilities services provided by the County to the property owners within CFD 2007-1. The County began to provide authorized CFD services during Fiscal Year 2009-2010.

California Government Code Sections 50075.3 and 53411 require that specified information be provided to the Board of Supervisors on an annual basis. The reporting requirements include information on Mello-Roos CFD Special Taxes collected and the status of any project required or authorized to be funded by the special taxes. The attached CFD Tax Administration Report fulfills the requirement of the Government Code. Information provided in the CFD Tax Administration Report in compliance with regulatory reporting requirements is summarized below:

Section 50075.3

Item (a): Identify amount of special taxes that have been collected and expended.

Response to Item (a): The fiscal year 2019–2020 special tax levy was \$36,429, received from 139 taxed parcels. The total levy has been used to pay Authorized Tier 1 Services, as well as administrative costs for the CFD.

Item (b): Identify the status of any project required or authorized to be funded by the special taxes.

Response to Item (b): The services authorized to be funded from special taxes include stormwater facilities management services that are further described in Section VI of the CFD Tax Administration Report. These services are ongoing.

Section 53411

Item (a): Identify the amount of bonds that have been collected and expended.

Item (b): Identify the status of any projects required or authorized to be funded from bond proceeds.

Response to Items (a) and (b): Section 53411 is not applicable to CFD No. 2007-1, which did not authorize the sale of any bonds or any projects to be funded from bond proceeds.

CONSEQUENCE OF NEGATIVE ACTION:

The County may be out of compliance with California Government Code Sections 50075.3 and 53411.

ATTACHMENTS

CFD Tax Administration Report



GOODWIN CONSULTING GROUP

**COUNTY OF CONTRA COSTA  
COMMUNITY FACILITIES DISTRICT NO. 2007-1  
(STORMWATER MANAGEMENT FACILITIES)**

**CFD TAX ADMINISTRATION REPORT  
FISCAL YEAR 2019-20**

**February 14, 2020**



***Community Facilities District No. 2007-1***  
***CFD Tax Administration Report***

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## ***EXECUTIVE SUMMARY***

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The following summary provides a brief overview of the main points from this report regarding the County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Management Facilities) (“CFD No. 2007-1” or the “CFD”):

### **Fiscal Year 2019-20 Special Tax Levy**

| <b>Number of Taxed Parcels</b> | <b>Total Special Tax Levy</b> |
|--------------------------------|-------------------------------|
| 139                            | \$36,429                      |

For further detail regarding the special tax levy, or special tax rates, please refer to Section IV of this report.

### **Development Status for Fiscal Year 2019-20**

| <b>Type of Property</b> | <b>Parcels</b> |
|-------------------------|----------------|
| Agricultural Property   | 1 parcel       |
| Single Family Property  | 112 parcels    |
| Multi-Family Property   | 14 parcels     |
| Other Property          | 12 parcels     |

For more information regarding the status of development in CFD No. 2007-1, please see Section V of this report.

### **Delinquency Summary**

| <b>Delinquent Amount for<br/>FY 2018-19<br/>(as of May 28, 2019)</b> | <b>Total Levy for<br/>FY 2018-19</b> | <b>Delinquency<br/>Rate</b> |
|--|--------------------------------------|-----------------------------|
| \$285  | \$34,037                             | 0.84%                       |

For additional delinquency information, please see Section VII of this report.

## ***I. INTRODUCTION***

---

### **Community Facilities District No. 2007-1**

On August 14, 2007, the County of Contra Costa (the “County”) Board of Supervisors established CFD No. 2007-1. In a landowner election held on the same day, the sole owner of property within the CFD voted to authorize the levy of a Mello-Roos special tax on property within CFD No. 2007-1. Special tax revenue will fund stormwater management facilities services for the property owners of CFD No. 2007-1 as well as for property owners of territories to be annexed to the CFD in the future.

At CFD formation, the CFD boundary included only two parcels located in the north-central part of the County. The future annexation area of CFD No. 2007-1 includes all parcels in the unincorporated portion of the County. It is anticipated that new development in the unincorporated areas of the County will annex into CFD No. 2007-1.

### **The Mello-Roos Community Facilities Act of 1982**

The California State Legislature (the “Legislature”) approved the Mello-Roos Community Facilities Act of 1982 that provides for the levy of a special tax within a defined geographic area (i.e., a community facilities district), if such a levy is approved by two-thirds of the qualified electors in the area. Community facilities districts can generate funding for a broad range of facilities and eligible services. These services include police protection services, fire protection and suppression services, library services, recreation program services, maintenance of parks, parkways and open space, flood and storm protection services, and road maintenance and street lighting services. Special taxes can be allocated to property in any reasonable manner other than on an ad valorem basis.

## ***II. PURPOSE OF REPORT***

---

This CFD Tax Administration Report (the “Report”) presents findings from research and financial analysis performed by Goodwin Consulting Group, Inc. to determine the fiscal year 2019-20 special tax levy for CFD No. 2007-1. The Report is intended to provide information to interested parties regarding the current financial obligations of the CFD and special taxes levied in fiscal year 2019-20. In addition, the Report provides all of the information that must be filed with the County Board of Supervisors pursuant to the requirements of Senate Bill 165.

The remainder of the Report is organized as follows:

- **Section III** identifies the financial obligations of the CFD for fiscal year 2019-20.
- **Section IV** provides a summary of the special tax categories and the methodology that is used to apportion the special tax among parcels in the CFD.
- **Section V** provides an update of the development activity occurring within the CFD, including new building permit activity.
- **Section VI** provides information regarding services authorized to be funded by CFD special taxes.
- **Section VII** provides information regarding special tax delinquencies in the CFD.
- **Section VIII** provides a summary of the reporting requirements set forth in Senate Bill 165, the Local Agency Special Tax and Bond Accountability Act, and the information needed for the County to respond to these requirements.
- **Section IX** provides information on requirements set forth in Assembly Bill 1666.

### ***III. SPECIAL TAX REQUIREMENT***

---

Pursuant to the Rate and Method of Apportionment of Special Tax (the “RMA”), which was adopted as an exhibit to the Resolution of Formation of CFD No. 2007-1, special taxes will be levied to pay for the Tier 1 Special Tax Requirement and Tier 2 Special Tax Requirement. The Tier 1 Special Tax Requirement means the amount for each separate Tax Zone in CFD No. 2007-1 necessary in each fiscal year to (i) pay for Authorized Tier 1 Services, (ii) pay administrative expenses, (iii) cure any delinquencies in the payment of Tier 1 special taxes levied in prior fiscal years or (based on delinquencies in the payment of Tier 1 special taxes which have already taken place) are expected to occur in the current fiscal year, and (iv) to create or replenish reserve funds. The Tier 2 Special Tax Requirement means the amount for any permanent stormwater management facility (“PSWMF”) Service Area within a Tax Zone in CFD No. 2007-1 necessary in each fiscal year to (i) pay for Authorized Tier 2 Services, (ii) pay administrative expenses that have not been included in the Tier 1 Special Tax Requirement, (iii) cure any delinquencies in the payment of Tier 2 special taxes levied in prior fiscal years or (based on delinquencies in the payment of Tier 2 special taxes which have already taken place) are expected to occur in the current fiscal year, and (iv) to create or replenish reserve funds.

For fiscal year 2019-20, the Tier 2 Special Tax Requirement is \$0. The fiscal year 2019-20 Tier 1 Special Tax Requirement for Tax Zone 1 is \$36,429, as shown in the table below.

**Community Facilities District No. 2007-1  
Tier 1 Special Tax Requirement for Fiscal Year 2019-20  
Tax Zone 1**

|  |                 |
|--|-----------------|
| <b>Authorized Tier 1 Services /1</b>                         | <b>\$33,118</b> |
| <b>Reserve Fund</b>  | <b>\$3,312</b>  |
| <b>Fiscal Year 2019-20 Tier 1 Special Tax Requirement /2</b> | <b>\$36,429</b> |

/1 Includes costs associated with the administration of the CFD.

/2 Total may not sum due to rounding.

## ***IV. SPECIAL TAX LEVY***

---

Special taxes within CFD No. 2007-1 are levied pursuant to the methodology set forth in the RMA. The RMA establishes various special tax categories against which the special tax can be levied, the maximum special tax rates, and the methodology by which the special tax is applied. (*Capitalized terms are defined in the RMA in Appendix C of this Report.*)

### **Special Tax Categories**

The RMA establishes tax categories based on a parcel's current development status. Developed Property is defined as any parcel of taxable property within CFD No. 2007-1 for which (i) a building permit for new construction or substantial redevelopment of a residential or non-residential structure was issued prior to June 1 of the preceding fiscal year, or (ii) land use entitlement(s) involving the creation or redevelopment of impervious surface is granted and exercised where no building permit is required. There are several different types of Developed Property in CFD No. 2007-1; they are further defined as follows:

- **Agricultural Property** means all parcels of Developed Property for which a building permit was issued for construction of a structure located on land that is designated for agricultural use pursuant to the County's General Plan.
- **Single Family Property** is defined as parcels of Developed Property for which a building permit was issued for construction of a single family residential unit that does not share a common wall with another unit, except for attached residential second units established pursuant to Section 82-24 of the Zoning Ordinance Code. A parcel of Single Family Property with an attached residential second unit established pursuant to Section 82-24 will be taxed as one parcel of Single Family Property. Parcels of Agricultural Property and parcels where single family residential use is not the primary use are not considered Single Family Property.
- **Multi-Family Property** is defined as parcels of Developed Property for which a building permit was issued for construction of a residential structure that (i) is located within a mobile home park, or (ii) consists of two or more residential units that share common walls, including duplex, triplex and fourplex units, townhomes, condominiums and apartment units. Multi-Family Property excludes residential second units established pursuant to Section 82-24 of the Zoning Ordinance Code.
- **Other Property** means parcels of Developed Property that are not Agricultural Property, Single Family Property, or Multi-Family Property.

## Maximum Special Tax Rates

Each Tax Zone has its own set of maximum special tax rates applicable to each category of property in CFD No. 2007-1. As of the date of this Report, there is only one Tax Zone in the CFD. The maximum special tax rates applicable to each category of property in CFD No. 2007-1 are set forth in Section C of the RMA. The following table identifies the maximum special taxes that can be levied on property in Tax Zone 1 of CFD No. 2007-1 for fiscal year 2019-20.

### Community Facilities District No. 2007-1 Fiscal Year 2019-20 Maximum Special Tax Rates Tax Zone 1

#### Agricultural Property, Single Family Property, and Multi-Family Property

| Type of Property       | Square Footage (Sq.Ft.)                       | Fiscal Year 2019-20        |                            |                             |
|------------------------|---|----------------------------|----------------------------|-----------------------------|
|                        |   | Maximum Tier 1 Special Tax | Maximum Tier 2 Special Tax | Total Maximum Special Taxes |
| Agricultural Property  | N/A   | <i>Per Parcel</i>          |                            |                             |
|                        |   | \$838.60                   | \$13,940.74                | \$14,779.34                 |
| Single Family Property | Less than 5,000 Parcel Sq.Ft.                 | <i>Per Parcel</i>          |                            |                             |
|                        |   | \$520.08                   | \$8,645.60                 | \$9,165.68                  |
|                        |   | \$528.86                   | \$8,791.62                 | \$9,320.48                  |
|                        |   | \$538.38                   | \$8,950.08                 | \$9,488.46                  |
|                        |   | \$547.22                   | \$9,096.94                 | \$9,644.16                  |
|                        |   | \$559.70                   | \$9,304.36                 | \$9,864.06                  |
|                        |   | \$586.10                   | \$9,743.28                 | \$10,329.38                 |
|                        |   | \$628.68                   | \$10,451.02                | \$11,079.70                 |
|                        |   | \$692.52                   | \$11,512.20                | \$12,204.72                 |
|                        |   | \$768.14                   | \$12,769.20                | \$13,537.34                 |
|                        | Greater than or Equal to 40,000 Parcel Sq.Ft. | \$838.60                   | \$13,940.74                | \$14,779.34                 |
| Multi-Family Property  | Less than 2,500 Unit Sq.Ft.                   | <i>Per Unit</i>            |                            |                             |
|                        |   | \$397.78                   | \$6,612.82                 | \$7,010.60                  |
|                        |   | \$401.12                   | \$6,668.40                 | \$7,069.52                  |
|                        |   | \$415.12                   | \$6,900.72                 | \$7,315.84                  |
|                        |   | \$432.74                   | \$7,193.62                 | \$7,626.36                  |
|                        |   | \$451.04                   | \$7,498.10                 | \$7,949.14                  |
|                        |   | \$469.42                   | \$7,803.44                 | \$8,272.86                  |
|                        |   | \$487.04                   | \$8,096.32                 | \$8,583.36                  |
|                        | Greater than or Equal to 8,000 Unit Sq.Ft.    | \$495.86                   | \$8,243.18                 | \$8,739.04                  |

**Community Facilities District No. 2007-1  
Fiscal Year 2019-20 Maximum Special Tax Rates  
Tax Zone 1**

**Other Property**

| <b>Fiscal Year 2019-20</b>  |  |   |  |  |   |
|---|--|---|--|--|---|
| <b>Maximum Tier 1<br/>Special Tax</b>                               |  | <b>Maximum Tier 2<br/>Special Tax</b>                               |  | <b>Total Maximum<br/>Special Taxes*</b>                        |   |
| <b>Base<br/>Maximum<br/>Tier 1<br/>Special Tax<br/>(per Parcel)</b> | <b>Incremental<br/>Maximum<br/>Tier 1<br/>Special Tax<br/>(per Impervious<br/>Square Foot)</b> | <b>Base<br/>Maximum<br/>Tier 2<br/>Special Tax<br/>(per Parcel)</b> | <b>Incremental<br/>Maximum<br/>Tier 2<br/>Special Tax<br/>(per Impervious<br/>Square Foot)</b> | <b>Base<br/>Maximum<br/>Special<br/>Taxes<br/>(per Parcel)</b> | <b>Incremental<br/>Maximum<br/>Special Taxes<br/>(per Impervious<br/>Square Foot)</b> |
| \$408.77  | \$0.03   | \$8,324.05  | \$0.18   | \$8,732.82   | \$0.21  |

\* Totals may not sum due to rounding.

**Apportionment of Special Taxes**

The amount of special tax levied on each parcel in the CFD each fiscal year will be determined by application of Section D of the RMA. Pursuant to this section, the Tier 1 Special Tax Requirement will be allocated as follows:

For each Tax Zone, the Tier 1 special tax will be levied until the amount of the levy equals the Tier 1 Special Tax Requirement. The first step requires the Tier 1 special taxes to be levied proportionately on each parcel of Developed Property that is not Taxable Public Property up to 100% of Maximum Tier 1 Special Tax for that Tax Zone, until the amount levied is equal to the Tier 1 Special Tax Requirement for the Tax Zone. If additional revenue is needed after the first step is completed, then the Tier 1 special tax will be levied proportionately on each parcel of Taxable Public Property up to 100% of the Maximum Tier 1 Special Tax that had applied to the parcel prior to the parcel becoming Taxable Public Property, until the amount levied is equal to the Tier 1 Special Tax Requirement for the Tax Zone. The Tier 1 special tax shall be collected in the same manner and at the same time as ordinary ad valorem taxes, provided, however, that the County may bill directly, collect at a different time or in a different manner.

Also pursuant to Section D of the RMA, the Tier 2 Special Tax Requirement shall be allocated as follows:

For each PSWMF Service Area in a Tax Zone, the Tier 2 special tax, if applicable, will be levied until the amount of the levy equals the Tier 2 Special Tax Requirement. The first step requires the Tier 2 special taxes to be levied proportionately on each parcel of Developed Property that is not Taxable Public Property up to 100% of Maximum Tier 2 Special Tax for that Tax Zone, until the amount levied is equal to the Tier 2 Special Tax Requirement for the PSWMF Service Area.



If additional revenue is needed after the first step is completed, then the Tier 2 special tax will be levied proportionately on each parcel of Taxable Public Property up to 100% of the Maximum Tier 2 Special Tax that had applied to the parcel prior to the parcel becoming Taxable Public Property, until the amount levied is equal to the Tier 2 Special Tax Requirement for the PSWMF Service Area. The Tier 2 special tax shall be billed directly to the property owner(s) within a PSWMF Service Area on an as needed basis.

Application of the Maximum Tier 1 Special Tax rate to all the parcels of Developed Property for fiscal year 2019-20 will generate Tier 1 special tax revenue of \$93,882. However, since the Tier 1 Special Tax Requirement for fiscal year 2019-20 is only \$36,429, Developed Property will not be taxed at the maximum tax rate. Only the amount needed to generate the Tier 1 Special Tax Requirement of \$36,429 will be levied, which is approximately 38.80% of the maximum. Since the tax on Developed Property fully funds the Tier 1 Special Tax Requirement for fiscal year 2019-20, no tax shall be levied on Taxable Public Property. Since the Tier 2 Special Tax Requirement for fiscal year 2019-20 is \$0, no Tier 2 special taxes shall be levied. A summary of the maximum and actual special taxes levied in fiscal year 2019-20 is presented in Appendix A.

## ***V. DEVELOPMENT STATUS***

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As of May 31, 2019, 139 building permits have been issued within CFD No. 2007-1. Of these 139 permits, 112 have been issued on parcels of Single Family Property, 14 have been issued on parcels of Multi-Family Property, 1 has been issued on a parcel of Agricultural Property, and 12 have been issued on parcels of Other Property.

Based on the current status of development in CFD No. 2007-1, the following table summarizes the allocation of parcels to special tax categories defined in the RMA:

**Community Facilities District No. 2007-1  
Allocation to Special Tax Categories  
Fiscal Year 2019-20**

| <b>Type of Property</b> | <b>Number of Parcels</b> |
|-------------------------|--------------------------|
| Agricultural Property   | 1                        |
| Single Family Property  | 112                      |
| Multi-Family Property   | 14                       |
| Other Property          | 12                       |

## ***VI. AUTHORIZED SERVICES***

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The Resolution of Formation adopted on August 14, 2007, authorizes the funding of the following services within CFD No. 2007-1:

### **Services**

The services to be funded, in whole or in part, by the CFD include all direct and incidental costs related to County oversight and enforcement of the obligations of property owners and homeowners' associations for the monitoring, inspection, reporting, operation, maintenance, repair, reconstruction, and replacement of PSWMFs for property included in the CFD:

- Tier 1. Periodic monitoring, inspection and reporting of PSWMFs, including but not limited to site visits, completion of inspection forms and records, review of property owner self-inspection and other records; provision of certification letters and/or maintenance recommendations; management of data and records related to operation and maintenance of PSWMFs; preparation and submission of National Pollutant Discharge Elimination System and other governmental reports and CFD required reports; and the accumulation of administrative and liability reserves.
  
- Tier 2. Code enforcement, nuisance abatement, and other activities related to the operation and maintenance of PSWMFs, including but not limited to additional site visits, letters and notices to property owners and others; hearings; lien recordation and enforcement; attorney's fees and other legal expenses; periodic maintenance activities, such as mulching, removing trash and invasive vegetation, filling soil, mowing, and trimming vegetation; repair, reconstruction, and replacement work; and the accumulation of administrative and liability reserves.

In addition to the specific services described under Tier 1 and Tier 2, the CFD may fund any other costs, expenses, or liabilities in connection with the monitoring, inspection, reporting, operation, maintenance, repair, reconstruction, and replacement of PSWMFs.

The CFD may fund any of the following related to the services described above: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities, paying the salaries and benefits of personnel (including but not limited to inspection and maintenance workers and other personnel), and for payment of other related expenses (including but not limited to employee benefit expenses and an allocation of general overhead expenses). Any services to be funded by the CFD must be in addition to those provided in the territory of the CFD before the date of creation of the CFD, and may not supplant services already available within that territory when the CFD is created. It is expected that the services will be provided by the County, either with its own employees or by contract with third parties, or by the Contra Costa County Flood Control and Water Conservation District, or any combination thereof.

## **Administrative Expenses**

The direct and indirect expenses incurred by the County in connection with the establishment and administration of the CFD (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County related to the CFD or the collection of special taxes, an allocable share of the salaries of County staff directly related thereto and a proportionate amount of the County's general administrative overhead related thereto, any amounts paid by the County from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the County in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the County in any way related to the CFD.

## **Other**

The incidental expenses that may be financed by the CFD include: (i) all costs associated with the establishment and administration of the CFD, the determination of the amount of and collection of taxes, the payment of taxes, and costs otherwise incurred in order to carry out the authorized purposes of the CFD, (ii) any other expenses incidental to the provision of the services eligible to be funded by the CFD, and (iii) any amounts necessary to maintain a reserve required by the County for the payment of the costs of the services.

## ***VII. DELINQUENCIES***

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As of May 28, 2019, the Contra Costa County Auditor's Office reports the following delinquency amounts for CFD No. 2007-1:

### **Community Facilities District No. 2007-1 Delinquencies as of May 28, 2019**

| <b>Fiscal Year</b> | <b>Parcels<br/>Delinquent</b> | <b>Delinquent<br/>Amount</b> | <b>CFD Tax<br/>Levied</b> | <b>Percent<br/>Delinquent</b> |
|--------------------|-------------------------------|------------------------------|---------------------------|-------------------------------|
| 2016-17            | 1                             | \$122                        | \$18,249                  | 0.67%                         |
| 2017-18            | 1                             | \$244                        | \$27,565                  | 0.88%                         |
| 2018-19            | 2                             | \$285                        | \$34,037                  | 0.84%                         |

## **VIII. SENATE BILL 165 REPORTING REQUIREMENTS**

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On September 18, 2000, former Governor Gray Davis approved Senate Bill 165 which enacted the Local Agency Special Tax and Bond Accountability Act. In approving the bill, the Legislature pointed out that local agencies need to demonstrate to the voters that special taxes and bond proceeds are being spent on the facilities and services for which they were intended. To further this objective, the Legislature added Sections 50075.3 and 53411 to the California Government Code setting forth annual reporting requirements relative to special taxes collected and bonds issued by a local public agency. A response to each of the reporting requirements in SB 165 is provided below. Pursuant to Sections 50075.3 and 53411, the chief fiscal officer of the County will, by January 1, 2002, and at least once a year thereafter, file a report with the Board of Supervisors (which may be this CFD Tax Administration Report) setting forth the following information.

### **Section 50075.3**

*Item (a): Identify amount of special taxes that have been collected and expended.*

The fiscal year 2018-19 special tax levy was \$34,037. Since the CFD is on the County Teeter Plan, the full amount of the tax levy was remitted to the CFD. The total levy was used to pay Authorized Tier 1 Services as well as administrative costs for the CFD.

*Item (b): Identify the status of any project required or authorized to be funded by the special taxes.*

The services authorized to be funded from special taxes include stormwater facilities management services and are further described in Section VI of this Report. These services are ongoing.

### **Section 53411**

*Item (a): Identify the amount of bonds that have been collected and expended.*

*Item (b): Identify the status of any projects required or authorized to be funded from bond proceeds.*

*Response to Items (a) and (b):* Section 53411 is not applicable to CFD No. 2007-1, which did not authorize the sale of any bonds or any projects to be funded from bond proceeds.

## ***IX. ASSEMBLY BILL 1666 REQUIREMENTS***

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On July 25, 2016, Governor Jerry Brown signed Assembly Bill No. 1666, adding Section 53343.2 to the California Government Code (“GC”). The bill enhances the transparency of community facilities districts by requiring that certain reports be accessible on a local agency’s web site. Pursuant to Section 53343.2, a local agency that has a web site shall, within seven months after the last day of each fiscal year of the district, display prominently on its web site the following information:

Item (a): A copy of an annual report, if requested, pursuant to GC Section 53343.1. The report required by Section 53343.1 includes CFD budgetary information for the prior fiscal year and is only prepared by a community facilities district at the request of a person who resides in or owns property in the community facilities district. If the annual report has not been requested to be prepared, then a posting to the web site would not be necessary.

Item (b): A copy of the report provided to the California Debt and Investment Advisory Commission (“CDIAC”) pursuant to GC Section 53359.5. Under Section 53359.5, local agencies must provide CDIAC with the following: (i) notice of proposed sale of bonds; (ii) annual reports on the fiscal status of bonded districts; and (iii) notice of any failure to pay debt service on bonds, or of any draw on a reserve fund to pay debt service on bonds.

Item (c): A copy of the report provided to the State Controller’s Office pursuant to GC Section 12463.2. This section refers to the parcel tax portion of a local agency’s Financial Transactions Report that is prepared for the State Controller’s Office annually. Note that school districts are not subject to the reporting required by GC Section 12463.2.

**APPENDIX A**

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*Summary of Fiscal Year 2019-20  
Special Tax Levy*

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**County of Contra Costa**  
**Community Facilities District No. 2007-1**  
**(Stormwater Management Facilities)**  
**Special Tax Levy Summary for FY 2019-20**

**Tax Zone 1**

| Type of Property                                 | FY 2019-20<br>Maximum Special Taxes |               |                                     |               | FY 2019-20<br>Actual Special Taxes |               |                                     |               | Parcels/<br>Units | Impervious<br>Sq. Ft. | FY 2019-20<br>Total Special Tax |
|--|-------------------------------------|---------------|-------------------------------------|---------------|------------------------------------|---------------|-------------------------------------|---------------|-------------------|-----------------------|---------------------------------|
|  |                                     |               | Incremental                         | Incremental   |                                    |               | Incremental                         | Incremental   |                   |                       |                                 |
|  | <u>Tier 1</u>                       | <u>Tier 2</u> | <u>Tier 1</u>                       | <u>Tier 2</u> | <u>Tier 1</u>                      | <u>Tier 2</u> | <u>Tier 1</u>                       | <u>Tier 2</u> |                   |                       |                                 |
| <b>Agricultural Property</b>                     | <i>(per parcel)</i>                 |               |                                     |               | <i>(per parcel)</i>                |               |                                     |               |                   |                       |                                 |
|  | \$838.60                            | \$13,940.74   | n/a                                 | n/a           | \$325.40                           | \$0.00        | n/a                                 | n/a           | 1 parcels         | n/a                   | \$325.40                        |
| <b>Single Family Property</b>                    | <i>(per parcel)</i>                 |               |                                     |               | <i>(per parcel)</i>                |               |                                     |               |                   |                       |                                 |
| Less than 5,000 Parcel Sq.Ft.                    | \$520.08                            | \$8,645.60    | n/a                                 | n/a           | \$201.80                           | \$0.00        | n/a                                 | n/a           | 48 parcels        | n/a                   | \$9,686.40                      |
| 5,000 to 5,999 Parcel Sq.Ft.                     | \$528.86                            | \$8,791.62    | n/a                                 | n/a           | \$205.22                           | \$0.00        | n/a                                 | n/a           | 10 parcels        | n/a                   | \$2,052.20                      |
| 6,000 to 6,999 Parcel Sq.Ft.                     | \$538.38                            | \$8,950.08    | n/a                                 | n/a           | \$208.92                           | \$0.00        | n/a                                 | n/a           | 5 parcels         | n/a                   | \$1,044.60                      |
| 7,000 to 7,999 Parcel Sq.Ft.                     | \$547.22                            | \$9,096.94    | n/a                                 | n/a           | \$212.34                           | \$0.00        | n/a                                 | n/a           | 5 parcels         | n/a                   | \$1,061.70                      |
| 8,000 to 9,999 Parcel Sq.Ft.                     | \$559.70                            | \$9,304.36    | n/a                                 | n/a           | \$217.18                           | \$0.00        | n/a                                 | n/a           | 4 parcels         | n/a                   | \$868.72                        |
| 10,000 to 13,999 Parcel Sq.Ft.                   | \$586.10                            | \$9,743.28    | n/a                                 | n/a           | \$227.42                           | \$0.00        | n/a                                 | n/a           | 3 parcels         | n/a                   | \$682.26                        |
| 14,000 to 19,999 Parcel Sq.Ft.                   | \$628.68                            | \$10,451.02   | n/a                                 | n/a           | \$243.96                           | \$0.00        | n/a                                 | n/a           | 9 parcels         | n/a                   | \$2,195.64                      |
| 20,000 to 29,999 Parcel Sq.Ft.                   | \$692.52                            | \$11,512.20   | n/a                                 | n/a           | \$268.72                           | \$0.00        | n/a                                 | n/a           | 14 parcels        | n/a                   | \$3,762.08                      |
| 30,000 to 39,999 Parcel Sq.Ft.                   | \$768.14                            | \$12,769.20   | n/a                                 | n/a           | \$298.06                           | \$0.00        | n/a                                 | n/a           | 6 parcels         | n/a                   | \$1,788.36                      |
| Greater than or Equal to<br>40,000 Parcel Sq.Ft. | \$838.60                            | \$13,940.74   | n/a                                 | n/a           | \$325.40                           | \$0.00        | n/a                                 | n/a           | 8 parcels         | n/a                   | \$2,603.20                      |
| <b>Multi-Family Property</b>                     | <i>(per unit)</i>                   |               |                                     |               | <i>(per unit)</i>                  |               |                                     |               |                   |                       |                                 |
| Less than 2,500 Unit Sq.Ft.                      | \$397.78                            | \$6,612.82    | n/a                                 | n/a           | \$154.36                           | \$0.00        | n/a                                 | n/a           | 14 units          | n/a                   | \$2,161.04                      |
| 2,500 to 2,999 Unit Sq.Ft.                       | \$401.12                            | \$6,668.40    | n/a                                 | n/a           | \$155.64                           | \$0.00        | n/a                                 | n/a           | 0 units           | n/a                   | \$0.00                          |
| 3,000 to 3,999 Unit Sq.Ft.                       | \$415.12                            | \$6,900.72    | n/a                                 | n/a           | \$161.08                           | \$0.00        | n/a                                 | n/a           | 0 units           | n/a                   | \$0.00                          |
| 4,000 to 4,999 Unit Sq.Ft.                       | \$432.74                            | \$7,193.62    | n/a                                 | n/a           | \$167.92                           | \$0.00        | n/a                                 | n/a           | 0 units           | n/a                   | \$0.00                          |
| 5,000 to 5,999 Unit Sq.Ft.                       | \$451.04                            | \$7,498.10    | n/a                                 | n/a           | \$175.02                           | \$0.00        | n/a                                 | n/a           | 0 units           | n/a                   | \$0.00                          |
| 6,000 to 6,999 Unit Sq.Ft.                       | \$469.42                            | \$7,803.44    | n/a                                 | n/a           | \$182.16                           | \$0.00        | n/a                                 | n/a           | 0 units           | n/a                   | \$0.00                          |
| 7,000 to 7,999 Unit Sq.Ft.                       | \$487.04                            | \$8,096.32    | n/a                                 | n/a           | \$188.98                           | \$0.00        | n/a                                 | n/a           | 0 units           | n/a                   | \$0.00                          |
| Greater than or Equal to<br>8,000 Unit Sq.Ft.    | \$495.86                            | \$8,243.18    | n/a                                 | n/a           | \$192.42                           | \$0.00        | n/a                                 | n/a           | 0 units           | n/a                   | \$0.00                          |
| <b>Other Property</b>                            | <i>(per parcel)</i>                 |               | <i>(per Impervious Square Foot)</i> |               | <i>(per parcel)</i>                |               | <i>(per Impervious Square Foot)</i> |               |                   |                       |                                 |
|  | \$408.77                            | \$8,324.05    | \$0.03                              | \$0.18        | \$158.62                           | \$0.00        | \$0.01                              | \$0.00        | 12 parcels        | 545,638               | \$8,197.78                      |
| <b>Total FY 2019-20 Special Tax Levy</b>         |                                     |               |                                     |               |                                    |               |                                     |               |                   |                       | <b>\$36,429.38</b>              |

## **APPENDIX B**

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*Fiscal Year 2019-20 Special Tax Levy  
for Individual Assessor's Parcels*

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**County of Contra Costa**  
**Community Facilities District No. 2007-1**  
**(Stormwater Management Facilities)**  
**Special Tax Levy for Fiscal Year 2019-20**

| Assessor's<br>Parcel Number | Tax<br>Zone | Development<br>Status | Type of<br>Property | Parcel<br>Square<br>Footage | Impervious<br>Square<br>Footage | FY 2019-20                      | FY 2019-20                      | FY 2019-20                     |
|-----------------------------|-------------|-----------------------|---------------------|-----------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------------|
|                             |             |                       |                     |                             |                                 | Tier 1<br>Actual<br>Special Tax | Tier 2<br>Actual<br>Special Tax | Total<br>Actual<br>Special Tax |
| 002-040-064-4               | 1           | Undeveloped           | Agricultural        | N/A                         | 12,000                          | \$0.00                          | \$0.00                          | \$0.00                         |
| 020-190-077-6               | 1           | Undeveloped           | Single Family       | 1,097,712                   |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 095-060-026-2               | 1           | Developed             | Single Family       | 4,393                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 095-060-027-0               | 1           | Developed             | Single Family       | 3,740                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 095-060-028-8               | 1           | Developed             | Single Family       | 3,742                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 095-060-029-6               | 1           | Developed             | Single Family       | 4,393                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 095-060-030-4               | 1           | Developed             | Single Family       | 5,351                       |                                 | \$205.22                        | \$0.00                          | \$205.22                       |
| 095-060-031-2               | 1           | Developed             | Single Family       | 3,157                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 095-060-032-0               | 1           | Developed             | Single Family       | 3,162                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 095-060-033-8               | 1           | Developed             | Single Family       | 3,454                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 095-060-034-6               | 1           | Developed             | Single Family       | 4,426                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 096-031-022-5               | 1           | Developed             | Other               | N/A                         | 53,431                          | \$774.98                        | \$0.00                          | \$774.98                       |
| 098-590-001-8               | 1           | Developed             | Single Family       | 4,650                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-002-6               | 1           | Developed             | Single Family       | 4,743                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-003-4               | 1           | Developed             | Single Family       | 4,646                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-004-2               | 1           | Developed             | Single Family       | 4,646                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-005-9               | 1           | Developed             | Single Family       | 5,361                       |                                 | \$205.22                        | \$0.00                          | \$205.22                       |
| 098-590-006-7               | 1           | Developed             | Single Family       | 4,923                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-007-5               | 1           | Developed             | Single Family       | 4,608                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-008-3               | 1           | Developed             | Single Family       | 4,608                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-009-1               | 1           | Developed             | Single Family       | 4,608                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-010-9               | 1           | Developed             | Single Family       | 6,515                       |                                 | \$208.92                        | \$0.00                          | \$208.92                       |
| 098-590-011-7               | 1           | Developed             | Single Family       | 5,930                       |                                 | \$205.22                        | \$0.00                          | \$205.22                       |
| 098-590-012-5               | 1           | Developed             | Single Family       | 5,335                       |                                 | \$205.22                        | \$0.00                          | \$205.22                       |
| 098-590-013-3               | 1           | Developed             | Single Family       | 5,115                       |                                 | \$205.22                        | \$0.00                          | \$205.22                       |
| 098-590-014-1               | 1           | Developed             | Single Family       | 4,603                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-015-8               | 1           | Developed             | Single Family       | 4,604                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-016-6               | 1           | Developed             | Single Family       | 4,987                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-017-4               | 1           | Developed             | Single Family       | 4,884                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-018-2               | 1           | Developed             | Single Family       | 4,632                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-019-0               | 1           | Developed             | Single Family       | 4,632                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-020-8               | 1           | Developed             | Single Family       | 4,939                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-021-6               | 1           | Developed             | Single Family       | 4,601                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-022-4               | 1           | Developed             | Single Family       | 4,600                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-023-2               | 1           | Developed             | Single Family       | 4,600                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-024-0               | 1           | Developed             | Single Family       | 4,600                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-025-7               | 1           | Developed             | Single Family       | 4,600                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-026-5               | 1           | Developed             | Single Family       | 4,600                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-027-3               | 1           | Developed             | Single Family       | 4,600                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-028-1               | 1           | Developed             | Single Family       | 4,600                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-029-9               | 1           | Developed             | Single Family       | 4,603                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-030-7               | 1           | Developed             | Single Family       | 4,674                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-031-5               | 1           | Developed             | Single Family       | 4,612                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-032-3               | 1           | Developed             | Single Family       | 4,612                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-033-1               | 1           | Developed             | Single Family       | 4,612                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-034-9               | 1           | Developed             | Single Family       | 4,609                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-035-6               | 1           | Developed             | Single Family       | 4,604                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-036-4               | 1           | Developed             | Single Family       | 4,821                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-037-2               | 1           | Developed             | Single Family       | 4,821                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-038-0               | 1           | Developed             | Single Family       | 4,821                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-039-8               | 1           | Developed             | Single Family       | 5,603                       |                                 | \$205.22                        | \$0.00                          | \$205.22                       |
| 098-590-040-6               | 1           | Developed             | Single Family       | 5,801                       |                                 | \$205.22                        | \$0.00                          | \$205.22                       |
| 098-590-041-4               | 1           | Developed             | Single Family       | 5,631                       |                                 | \$205.22                        | \$0.00                          | \$205.22                       |
| 098-590-042-2               | 1           | Developed             | Single Family       | 6,372                       |                                 | \$208.92                        | \$0.00                          | \$208.92                       |
| 098-590-043-0               | 1           | Developed             | Single Family       | 4,636                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-044-8               | 1           | Developed             | Single Family       | 4,839                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-045-5               | 1           | Developed             | Single Family       | 5,936                       |                                 | \$205.22                        | \$0.00                          | \$205.22                       |
| 098-590-046-3               | 1           | Developed             | Single Family       | 8,349                       |                                 | \$217.18                        | \$0.00                          | \$217.18                       |

**County of Contra Costa**  
**Community Facilities District No. 2007-1**  
**(Stormwater Management Facilities)**  
**Special Tax Levy for Fiscal Year 2019-20**

| Assessor's<br>Parcel Number | Tax<br>Zone | Development<br>Status | Type of<br>Property | Parcel<br>Square<br>Footage | Impervious<br>Square<br>Footage | FY 2019-20                      | FY 2019-20                      | FY 2019-20                     |
|-----------------------------|-------------|-----------------------|---------------------|-----------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------------|
|                             |             |                       |                     |                             |                                 | Tier 1<br>Actual<br>Special Tax | Tier 2<br>Actual<br>Special Tax | Total<br>Actual<br>Special Tax |
| 098-590-047-1               | 1           | Developed             | Single Family       | 4,646                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-048-9               | 1           | Developed             | Single Family       | 4,646                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-049-7               | 1           | Developed             | Single Family       | 4,743                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 098-590-050-5               | 1           | Developed             | Single Family       | 4,650                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 099-210-023-0               | 1           | Developed             | Other               | N/A                         | 19,026                          | \$378.10                        | \$0.00                          | \$378.10                       |
| 116-070-007-4               | 1           | Undeveloped           | Single Family       | 167,227                     |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 116-100-051-6               | 1           | Developed             | Single Family       | 14,985                      |                                 | \$243.96                        | \$0.00                          | \$243.96                       |
| 116-100-052-4               | 1           | Developed             | Single Family       | 21,649                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 116-100-053-2               | 1           | Developed             | Single Family       | 24,611                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 116-100-054-0               | 1           | Developed             | Single Family       | 17,947                      |                                 | \$243.96                        | \$0.00                          | \$243.96                       |
| 116-100-055-7               | 1           | Developed             | Single Family       | 18,034                      |                                 | \$243.96                        | \$0.00                          | \$243.96                       |
| 116-100-056-5               | 1           | Developed             | Single Family       | 16,553                      |                                 | \$243.96                        | \$0.00                          | \$243.96                       |
| 116-100-057-3               | 1           | Developed             | Single Family       | 17,380                      |                                 | \$243.96                        | \$0.00                          | \$243.96                       |
| 116-100-058-1               | 1           | Developed             | Single Family       | 31,537                      |                                 | \$298.06                        | \$0.00                          | \$298.06                       |
| 138-120-019-3               | 1           | Developed             | Other               | N/A                         | 14,116                          | \$321.46                        | \$0.00                          | \$321.46 /1                    |
| 140-220-019-8               | 1           | Developed             | Single Family       | 39,988                      |                                 | \$298.06                        | \$0.00                          | \$298.06                       |
| 140-220-020-6               | 1           | Developed             | Single Family       | 39,988                      |                                 | \$298.06                        | \$0.00                          | \$298.06                       |
| 140-220-021-4               | 1           | Undeveloped           | Single Family       | 110,512                     |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 148-480-014-7               | 1           | Developed             | Other               | N/A                         | 125,987                         | \$1,611.98                      | \$0.00                          | \$1,611.98                     |
| 159-040-094-9               | 1           | Developed             | Other               | N/A                         | 27,925                          | \$480.76                        | \$0.00                          | \$480.76                       |
| 166-010-042-9               | 1           | Developed             | Single Family       | 18,330                      |                                 | \$243.96                        | \$0.00                          | \$243.96                       |
| 166-010-043-7               | 1           | Developed             | Single Family       | 14,280                      |                                 | \$243.96                        | \$0.00                          | \$243.96                       |
| 166-010-044-5               | 1           | Undeveloped           | Single Family       | 22,825                      |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 166-010-045-2               | 1           | Developed             | Single Family       | 37,000                      |                                 | \$298.06                        | \$0.00                          | \$298.06                       |
| 166-010-046-0               | 1           | Undeveloped           | Single Family       | 30,400                      |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 166-010-047-8               | 1           | Developed             | Single Family       | 50,200                      |                                 | \$325.40                        | \$0.00                          | \$325.40                       |
| 166-010-048-6               | 1           | Developed             | Single Family       | 24,700                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 166-010-049-4               | 1           | Developed             | Single Family       | 22,170                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 166-010-050-2               | 1           | Undeveloped           | Single Family       | 39,200                      |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 167-360-002-7               | 1           | Developed             | Other               | N/A                         | 56,250                          | \$807.50                        | \$0.00                          | \$807.50                       |
| 167-360-004-3               | 1           | Undeveloped           | Other               | N/A                         |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 169-150-007-6               | 1           | Undeveloped           | Single Family       | 465,308                     |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 180-131-036-6               | 1           | Developed             | Single Family       | 18,519                      |                                 | \$243.96                        | \$0.00                          | \$243.96                       |
| 180-131-037-4               | 1           | Developed             | Single Family       | 17,503                      |                                 | \$243.96                        | \$0.00                          | \$243.96                       |
| 184-100-034-0               | 1           | Developed             | Single Family       | 6,217                       |                                 | \$208.92                        | \$0.00                          | \$208.92                       |
| 184-100-035-7               | 1           | Developed             | Single Family       | 4,343                       |                                 | \$201.80                        | \$0.00                          | \$201.80                       |
| 184-100-036-5               | 1           | Developed             | Single Family       | 6,971                       |                                 | \$208.92                        | \$0.00                          | \$208.92                       |
| 184-100-037-3               | 1           | Developed             | Single Family       | 9,129                       |                                 | \$217.18                        | \$0.00                          | \$217.18                       |
| 184-100-038-1               | 1           | Developed             | Single Family       | 7,349                       |                                 | \$212.34                        | \$0.00                          | \$212.34                       |
| 184-100-039-9               | 1           | Developed             | Single Family       | 13,573                      |                                 | \$227.42                        | \$0.00                          | \$227.42                       |
| 184-100-040-7               | 1           | Developed             | Single Family       | 13,993                      |                                 | \$227.42                        | \$0.00                          | \$227.42                       |
| 184-100-041-5               | 1           | Developed             | Single Family       | 11,496                      |                                 | \$227.42                        | \$0.00                          | \$227.42                       |
| 184-100-042-3               | 1           | Developed             | Single Family       | 7,187                       |                                 | \$212.34                        | \$0.00                          | \$212.34                       |
| 184-100-043-1               | 1           | Developed             | Single Family       | 7,864                       |                                 | \$212.34                        | \$0.00                          | \$212.34                       |
| 184-100-044-9               | 1           | Developed             | Single Family       | 6,787                       |                                 | \$208.92                        | \$0.00                          | \$208.92                       |
| 184-100-045-6               | 1           | Developed             | Single Family       | 8,090                       |                                 | \$217.18                        | \$0.00                          | \$217.18                       |
| 184-100-046-4               | 1           | Developed             | Single Family       | 8,061                       |                                 | \$217.18                        | \$0.00                          | \$217.18                       |
| 184-100-047-2               | 1           | Developed             | Single Family       | 7,514                       |                                 | \$212.34                        | \$0.00                          | \$212.34                       |
| 184-100-048-0               | 1           | Developed             | Single Family       | 5,083                       |                                 | \$205.22                        | \$0.00                          | \$205.22                       |
| 184-100-049-8               | 1           | Developed             | Single Family       | 7,578                       |                                 | \$212.34                        | \$0.00                          | \$212.34                       |
| 184-450-038-7               | 1           | Developed             | Other               | N/A                         | 28,533                          | \$487.76                        | \$0.00                          | \$487.76 /2                    |
| 184-590-001-6               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 184-590-002-4               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 184-590-003-2               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 184-590-004-0               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 184-590-005-7               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 184-590-006-5               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 184-590-007-3               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 184-590-008-1               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |

**County of Contra Costa**  
**Community Facilities District No. 2007-1**  
**(Stormwater Management Facilities)**  
**Special Tax Levy for Fiscal Year 2019-20**

| Assessor's<br>Parcel Number | Tax<br>Zone | Development<br>Status | Type of<br>Property | Parcel<br>Square<br>Footage | Impervious<br>Square<br>Footage | FY 2019-20                      | FY 2019-20                      | FY 2019-20                     |
|-----------------------------|-------------|-----------------------|---------------------|-----------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------------|
|                             |             |                       |                     |                             |                                 | Tier 1<br>Actual<br>Special Tax | Tier 2<br>Actual<br>Special Tax | Total<br>Actual<br>Special Tax |
| 184-590-009-9               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 184-590-010-7               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 184-590-011-5               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 184-590-012-3               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 184-590-013-1               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 184-590-014-9               | 1           | Developed             | Multi-Family        | 1,557                       |                                 | \$154.36                        | \$0.00                          | \$154.36                       |
| 187-180-031-2               | 1           | Developed             | Single Family       | 29,403                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 187-180-032-0               | 1           | Developed             | Single Family       | 20,560                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 187-231-034-5               | 1           | Developed             | Single Family       | 24,350                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 187-231-035-2               | 1           | Developed             | Single Family       | 20,909                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 188-232-042-5               | 1           | Developed             | Single Family       | 31,145                      |                                 | \$298.06                        | \$0.00                          | \$298.06                       |
| 188-232-043-3               | 1           | Developed             | Single Family       | 22,303                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 188-232-044-1               | 1           | Developed             | Single Family       | 33,411                      |                                 | \$298.06                        | \$0.00                          | \$298.06                       |
| 192-240-024-5               | 1           | Developed             | Single Family       | 41,469                      |                                 | \$325.40                        | \$0.00                          | \$325.40                       |
| 192-240-025-2               | 1           | Undeveloped           | Single Family       | 66,342                      |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 193-210-029-8               | 1           | Developed             | Single Family       | 20,691                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 193-210-030-6               | 1           | Developed             | Single Family       | 21,911                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 193-210-031-4               | 1           | Undeveloped           | Single Family       | 25,700                      |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 193-210-032-2               | 1           | Developed             | Single Family       | 28,837                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 195-351-044-1               | 1           | Developed             | Single Family       | 41,251                      |                                 | \$325.40                        | \$0.00                          | \$325.40                       |
| 195-351-045-8               | 1           | Developed             | Single Family       | 56,149                      |                                 | \$325.40                        | \$0.00                          | \$325.40                       |
| 197-090-003-9               | 1           | Developed             | Other               | N/A                         | 18,215                          | \$368.74                        | \$0.00                          | \$368.74                       |
| 198-081-021-0               | 1           | Developed             | Single Family       | 21,780                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 198-081-022-8               | 1           | Developed             | Single Family       | 21,780                      |                                 | \$268.72                        | \$0.00                          | \$268.72                       |
| 198-100-005-0               | 1           | Developed             | Single Family       | 40,075                      |                                 | \$325.40                        | \$0.00                          | \$325.40                       |
| 198-100-006-8               | 1           | Developed             | Single Family       | 42,253                      |                                 | \$325.40                        | \$0.00                          | \$325.40                       |
| 198-100-011-8               | 1           | Developed             | Single Family       | 77,537                      |                                 | \$325.40                        | \$0.00                          | \$325.40                       |
| 198-100-012-6               | 1           | Developed             | Single Family       | 88,427                      |                                 | \$325.40                        | \$0.00                          | \$325.40                       |
| 198-220-051-9               | 1           | Undeveloped           | Single Family       | 254,390                     |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 198-220-053-5               | 1           | Undeveloped           | Single Family       | 206,605                     |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 198-220-055-0               | 1           | Undeveloped           | Single Family       | 239,014                     |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 203-150-002-4               | 1           | Developed             | Other               | N/A                         | 43,705                          | \$662.80                        | \$0.00                          | \$662.80                       |
| 203-770-005-7               | 1           | Developed             | Other               | N/A                         | 12,650                          | \$304.54                        | \$0.00                          | \$304.54                       |
| 223-042-007-3               | 1           | Developed             | Agricultural        | N/A                         |                                 | \$325.40                        | \$0.00                          | \$325.40                       |
| 357-140-054-2               | 1           | Undeveloped           | Single Family       | 5,314                       |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 357-140-056-7               | 1           | Undeveloped           | Single Family       | 5,968                       |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 357-140-057-5               | 1           | Undeveloped           | Single Family       | 3,790                       |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 357-140-058-3               | 1           | Undeveloped           | Single Family       | 4,835                       |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 357-140-059-1               | 1           | Undeveloped           | Single Family       | 4,269                       |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 357-140-060-9               | 1           | Undeveloped           | Multi-Family        | 5,924                       |                                 | \$0.00                          | \$0.00                          | \$0.00                         |
| 380-010-026-9               | 1           | Developed             | Other               | N/A                         | 74,980                          | \$1,023.58                      | \$0.00                          | \$1,023.58 /3                  |
| 420-080-025-0               | 1           | Developed             | Other               | N/A                         | 70,820                          | \$975.58                        | \$0.00                          | \$975.58 /4                    |

|  |                    |
|--|--------------------|
| <b>Total Special Tax Levy for FY 2019-20</b> | <b>\$36,429.38</b> |
|--|--------------------|

- /1 Project spans over two parcels; the Incremental Special Tax per Impervious Square Foot for APNs 138-120-018-5 is levied on APN 138-120-019-3.
- /2 Project spans over three parcels; the Incremental Special Tax per Impervious Square Foot for APNs 184-450-039-5 and 184-450-040-3 is levied on APN 184-450-038-7.
- /3 Project spans over two parcels; the Incremental Special Tax per Impervious Square Foot for APN 380-010-023-6 is levied on APN 380-010-026-9.
- /4 Project spans over three parcels; the Incremental Special Tax per Impervious Square Foot for APNs 419-180-020-2 and 420-080-004-5 is levied on APN 420-080-025-0.

Goodwin Consulting Group, Inc.

## **APPENDIX C**

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### ***Rate and Method of Apportionment of Special Tax***

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**COUNTY OF CONTRA COSTA  
COMMUNITY FACILITIES DISTRICT NO. 2007-1  
(STORMWATER FACILITY MAINTENANCE)**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

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Special Taxes applicable to each Assessor's Parcel in Community Facilities District No. 2007-1 (Stormwater Facility Maintenance) [herein "CFD No. 2007-1" or "CFD"] shall be levied and collected according to the tax liability determined by the Board of Supervisors of the County of Contra Costa, acting in its capacity as the legislative body of CFD No. 2007-1, through the application of the appropriate Special Taxes, as described below. All of the property in CFD No. 2007-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2007-1 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the direct and indirect expenses incurred by the CFD or the County in connection with the establishment and administration of CFD No. 2007-1 (including, but not limited to, the levy and collection of the Special Taxes) including the fees and expenses of attorneys, any fees of the County or the CFD related to CFD No. 2007-1 or the collection of Special Taxes, an allocable share of the salaries of County or CFD staff directly related thereto and a proportionate amount of the County's and the CFD's general administrative overhead related thereto, any amounts paid by the County or the CFD from their respective general funds with respect to CFD No. 2007-1 or the services authorized to be financed by CFD No. 2007-1, and expenses incurred by the County or the CFD in undertaking action to foreclose on properties for which the payment of Special Taxes is delinquent, any amounts necessary to maintain a reserve required by CFD No. 2007-1 for the payment of services and all other costs and expenses of the County or the CFD in any way related to CFD No. 2007-1.

**"Administrator"** means the person or firm designated by the Board of Supervisors to administer the Special Taxes according to this RMA.

**"Agricultural Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a structure located on land that is designated for agricultural use pursuant to the County's General Plan.

**“Assessor’s Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

**“Authorized Services”** means, collectively, the Authorized Tier 1 Services and Authorized Tier 2 Services.

**“Authorized Tier 1 Services”** means the public services identified as Tier 1 services that are authorized to be funded by CFD No. 2007-1, as set forth in the CFD formation documents adopted by the Board of Supervisors.

**“Authorized Tier 2 Services”** means the public services identified as Tier 2 services that are authorized to be funded by CFD No. 2007-1, as set forth in the CFD formation documents adopted by the Board of Supervisors.

**“Board of Supervisors”** means the Board of Supervisors of the County of Contra Costa, acting as the legislative body of CFD No. 2007-1.

**“County”** means the County of Contra Costa.

**“Developed Property”** means, in any Fiscal Year, all Parcels of Taxable Property for which (i) a building permit for new construction or substantial redevelopment of a residential or non-residential structure was issued prior to June 1 of the preceding Fiscal Year, or (ii) land use entitlement(s) involving the creation or redevelopment of impervious surface is granted and exercised where no building permit is required. . Developed Property shall not include Parcels on which a structure(s) exists at the time CFD No. 2007-1 was formed unless additional building permits are issued for additional development or substantial redevelopment on the Parcel or, for future annexations, at the time that Parcel(s) is annexed to CFD No. 2007-1.

**“Fiscal Year”** means the period starting on July 1 and ending on the following June 30.

**“Impervious Square Foot”** or **“Impervious Square Footage”** means the impervious square footage assigned to a Parcel as determined by the County Public Works Department.

**“Maximum Special Taxes”** means, collectively, the Maximum Tier 1 Special Tax and Maximum Tier 2 Special Tax.

**“Maximum Tier 1 Special Tax”** means the maximum Tier 1 Special Tax that can be levied on Taxable Property in any Fiscal Year determined in accordance with Section C below.

**“Maximum Tier 2 Special Tax”** means the maximum Tier 2 Special Tax that can be levied on Taxable Property in any Fiscal Year determined in accordance with Section C below.

**“Multi-Family Property”** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure that (i) is located within a mobile home park, or (ii) consists of two or more residential units that share common walls, including duplex, triplex and fourplex units, townhomes, condominiums and apartment



units. Multi-Family Property excludes residential second units established pursuant to Section 82-24 of the Zoning Ordinance Code.

**“Other Property”** means, in any Fiscal Year, all Parcels of Developed Property that are not Agricultural Property, Single Family Property, or Multi-Family Property.

**“Parcel”** see definition of Assessor’s Parcel.

**“Parcel Square Foot”** or **“Parcel Square Footage”** means, for Agricultural Property and Single Family Property, the square footage assigned to a Parcel as determined by the County Public Works Department based on information from the Assessor’s Parcel map.

**“PSWMF”** means any permanent stormwater management facility for treatment and/or flood control, as determined by the County Public Works Department, located within the boundaries of CFD No. 2007-1.

**“PSWMF Service Area”** means an area within a Tax Zone, as determined by the County Public Works Department, that is comprised of one or more Parcels that are served by a specific PSWMF.

**“Public Property”** means any property within the boundaries of CFD No. 2007-1 that is owned or irrevocable offered for dedication to the federal government, State of California, County, or other local governments or public agencies.

**“RMA”** means this Rate and Method of Apportionment of Special Tax.

**“Single Family Property”** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a single family residential unit that does not share a common wall with another unit, except for attached residential second units established pursuant to Section 82-24 of the Zoning Ordinance Code. A Parcel of Single Family Property with an attached residential second unit established pursuant to Section 82-24 will be taxed as one Parcel of Single Family Property pursuant to this RMA. Excepted from classification as Single Family Property are Parcels of Agricultural Property and Parcels for which the single family residential use is not the primary use.

**“Special Taxes”** means, collectively, the Tier 1 Special Tax and Tier 2 Special Tax.

**“Taxable Property”** means all Assessors’ Parcels within the boundaries of CFD No. 2007-1 that are not exempt from the Special Tax pursuant to law or Section E below.

**“Taxable Public Property”** means, in any Fiscal Year, all Assessors’ Parcels in CFD No. 2007-1 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently have come under the ownership of a public agency.

“**Tax Zone**” means one of the mutually exclusive tax zones identified in Attachment 2 of this RMA. Attachment 2 will be updated to include new Tax Zones or new Parcels added to CFD No. 2007-1 as a result of future annexations to the CFD.

“**Tier 1 Special Tax**” means a special tax levied in any Fiscal Year to pay the Tier 1 Special Tax Requirement.

“**Tier 1 Special Tax Requirement**” means the amount for *each separate Tax Zone* in CFD No. 2007-1 necessary in any Fiscal Year to (i) pay for Authorized Tier 1 Services, (ii) pay Administrative Expenses for the Fiscal Year, (iii) cure any delinquencies in the payment of Tier 1 Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Tier 1 Special Taxes which have already taken place) are expected to occur in the current Fiscal Year, and (iv) to create or replenish reserve funds.

“**Tier 2 Special Tax**” means a special tax levied in any Fiscal Year to pay the Tier 2 Special Tax Requirement.

“**Tier 2 Special Tax Requirement**” means, for *any PSWMF Service Area* within a Tax Zone, that amount necessary in any Fiscal Year to (i) pay for Authorized Tier 2 Services, (ii) pay Administrative Expenses that have not been included in the Tier 1 Special Tax Requirement, (iii) cure any delinquencies in the payment of Tier 2 Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Tier 2 Special Taxes which have already taken place) are expected to occur in the current Fiscal Year, and (iv) to create or replenish reserve funds.

“**Unit**” means (i) for Single Family Property, an individual single-family unit, (ii) for Multi-Family Property, an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, apartment structure, or mobile home park.

“**Unit Square Foot**” or “**Unit Square Footage**” means, for Multi-Family Property, the square footage assigned to a Parcel as determined by the County Public Works Department, based on information from the Assessor’s Parcel map, divided by the number of Units on that Parcel.

## **B. DATA COLLECTION FOR ANNUAL TAX LEVY**

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Developed Property within CFD No. 2007-1 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 2007-1, the Administrator shall update Attachment 2 of this RMA to include each new Parcel that is annexed into an existing Tax Zone or, if a new Tax Zone is created, each new Tax Zone and the Assessor’s Parcel(s) included in the Tax Zone. If a new Tax Zone is created, the Administrator shall update Attachment 1 of this RMA to include the Maximum Special Taxes for that Tax Zone. The Administrator shall also determine: (i) whether each Assessor’s Parcel of Developed Property is Agricultural Property, Single Family Property, Multi-Family Property, or Other Property, (ii) for Parcels of Agricultural Property and Single Family Property, the Parcel Square Footage of each Parcel, (ii) for Parcels of Multi-Family Property, the number of Units, the total

square footage of each Parcel, and the Unit Square Footage of each Unit, and (iii) for Other Property, the Impervious Square Footage of each Parcel. For Multi-Family Property, the number of Units shall be determined by referencing the development plan for the property or other County development records. Finally, the Administrator shall also determine the Tier 1 Special Tax Requirement for each Tax Zone.

The Administrator shall, on an ongoing basis, coordinate with County staff to determine whether a Tier 2 Special Tax levy will be required for any PSWMF Service Area. If such a levy is required, the Administrator shall determine the Tier 2 Special Tax Requirement for the PSWMF Service Area subject to the Tier 2 Special Tax levy. The Administrator shall also determine the current Assessor's Parcel number, the Parcel Square Footage of all Parcels of Agricultural Property and Single Family Property, the Unit Square Footage of all Parcels of Multi-Family Property, and the Impervious Square Footage of all Parcels of Other Property in the PSWMF Service Area subject to the levy.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2007-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

### **C. MAXIMUM SPECIAL TAXES**

The Maximum Special Tax rates for each Tax Zone are shown in Attachment 1 of this RMA. The Maximum Special Taxes for a Parcel of Taxable Property shall be determined by the following:

#### ***1. Agricultural Property or Single Family Property***

The Maximum Special Taxes for a Parcel of Agricultural Property or Single Family Property is the sum of the applicable Maximum Tier 1 Special Tax and the Maximum Tier 2 Special Tax rates shown in Attachment 1 of this RMA for the Tax Zone and the then current Fiscal Year.

#### ***2. Multi-Family Property***

The Maximum Special Taxes for a Parcel of Multi-Family Property is the sum of (i) the number of Units on the Parcel multiplied by the applicable Maximum Tier 1 Special Tax rate for such Parcel, and (ii) the number of Units on the Parcel multiplied by the applicable Maximum Tier 2 Special Tax rate for such Parcel, as shown in Attachment 1 of this RMA for the Tax Zone and the then current Fiscal Year.

### 3. *Other Property*

The Maximum Special Taxes for a Parcel of Other Property is the sum of the Maximum Tier 1 Special Tax and Maximum Tier 2 Special Tax for such Parcel. The Maximum Tier 1 Special Tax for such Parcel is the sum of: (i) the base Maximum Tier 1 Special Tax for the Tax Zone, and (ii) the incremental Maximum Tier 1 Special Tax multiplied by the Parcel's Impervious Square Footage for the Tax Zone, as shown in Attachment 1 of this RMA. The Maximum Tier 2 Special Tax for such Parcel is the sum of: (i) the base Maximum Tier 2 Special Tax for the Tax Zone, and (ii) the incremental Maximum Tier 2 Special Tax multiplied by the Parcel's Impervious Square Footage for the Tax Zone, as shown in Attachment 1 of this RMA.

#### D. METHOD OF LEVY AND MANNER OF COLLECTION OF THE SPECIAL TAXES

The Special Taxes shall be levied and collected according to the methodology outlined below:

##### 1. *Tier 1 Special Tax*

For *each Tax Zone*, the Tier 1 Special Tax shall be levied as follows until the amount of the levy equals the Tier 1 Special Tax Requirement for that Tax Zone.

**Step 1:** The Tier 1 Special Tax shall be levied proportionately on each Parcel of Developed Property that is not Taxable Public Property up to 100% of the Maximum Tier 1 Special Tax for that Tax Zone, as shown in Attachment 1 of this RMA, until the amount levied is equal to the Tier 1 Special Tax Requirement for the Tax Zone.

**Step 2:** If additional revenue is needed after Step 2, the Tier 1 Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Tier 1 Special Tax that had applied to the Parcel prior to the Parcel becoming Taxable Public Property, until the amount levied is equal to the Tier 1 Special Tax Requirement for the Tax Zone.

The Tier 1 Special Tax for CFD No. 2007-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the County may bill directly, collect at a different time or in a different manner.

##### 2. *Tier 2 Special Tax*

For *any PSWMF Service Area* in a Tax Zone, the Tier 2 Special Tax, if applicable, shall be levied as follows until the amount of the levy equals the Tier 2 Special Tax Requirement for that PSWMF Service Area.

**Step 1:** The Tier 2 Special Tax shall be levied proportionately on each Parcel of Developed Property that is not Taxable Public Property up to 100% of the

Maximum Tier 2 Special Tax for that Tax Zone, as shown in Attachment 1 of this RMA, until the amount levied is equal to the Tier 2 Special Tax Requirement for the PSWMF Service Area.

**Step 2:** If additional revenue is needed after Step 1, the Tier 2 Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Tier 2 Special Tax that had applied to the Parcel prior to the Parcel becoming Taxable Public Property, until the amount levied is equal to the Tier 2 Special Tax Requirement for the PSWMF Service Area.

The Tier 2 Special Tax for CFD No. 2007-1 shall be billed directly to the property owner(s) within a PSWMF Service Area on an as needed basis.

#### **E. LIMITATIONS**

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Public Property that is not Taxable Public Property or property owned by a homeowner's or property owner's association.

#### **F. INTERPRETATION OF SPECIAL TAX FORMULA**

The County reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the County's discretion. Interpretations may be made by the County by resolution of the Board of Supervisors for purposes of clarifying any vagueness or ambiguity in this RMA.

#### **G. APPEAL OF SPECIAL TAX LEVY**

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board of Supervisors whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board of Supervisors) or the Board of Supervisors (if the appeal is filed with the Board of Supervisors) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any legal action by such owner.

## Attachment 1

### County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Facility Maintenance)

#### Maximum Special Taxes for Tax Zone 1<sup>1</sup> For Agricultural Property, Single Family Property, and Multi-Family Property

| Type of Property       | Square Footage (Sq.Ft.)                       | Maximum Special Taxes for FY 2007-08 <sup>2</sup> |                              |                              |
|------------------------|---|---|------------------------------|------------------------------|
|                        |   | Maximum Tier 1 Special Tax                        | Maximum Tier 2 Special Tax   | Maximum Special Taxes        |
| Agricultural Property  | N/A   | \$564.17 <i>per Parcel</i>                        | \$9,378.63 <i>per Parcel</i> | \$9,942.80 <i>per Parcel</i> |
| Single Family Property | Less than 5,000 Parcel Sq.Ft.                 | \$349.88 <i>per Parcel</i>                        | \$5,816.32 <i>per Parcel</i> | \$6,166.20 <i>per Parcel</i> |
|                        | 5,000 TO 5,999 Parcel Sq.Ft.                  | \$355.79 <i>per Parcel</i>                        | \$5,914.56 <i>per Parcel</i> | \$6,270.35 <i>per Parcel</i> |
|                        | 6,000 TO 6,999 Parcel Sq.Ft.                  | \$362.20 <i>per Parcel</i>                        | \$6,021.17 <i>per Parcel</i> | \$6,383.37 <i>per Parcel</i> |
|                        | 7,000 TO 7,999 Parcel Sq.Ft.                  | \$368.14 <i>per Parcel</i>                        | \$6,119.97 <i>per Parcel</i> | \$6,488.11 <i>per Parcel</i> |
|                        | 8,000 TO 9,999 Parcel Sq.Ft.                  | \$376.54 <i>per Parcel</i>                        | \$6,259.51 <i>per Parcel</i> | \$6,636.05 <i>per Parcel</i> |
|                        | 10,000 TO 13,999 Parcel Sq.Ft.                | \$394.30 <i>per Parcel</i>                        | \$6,554.79 <i>per Parcel</i> | \$6,949.09 <i>per Parcel</i> |
|                        | 14,000 TO 19,999 Parcel Sq.Ft.                | \$422.94 <i>per Parcel</i>                        | \$7,030.92 <i>per Parcel</i> | \$7,453.86 <i>per Parcel</i> |
|                        | 20,000 TO 29,999 Parcel Sq.Ft.                | \$465.89 <i>per Parcel</i>                        | \$7,744.83 <i>per Parcel</i> | \$8,210.72 <i>per Parcel</i> |
|                        | 30,000 TO 39,999 Parcel Sq.Ft.                | \$516.76 <i>per Parcel</i>                        | \$8,590.48 <i>per Parcel</i> | \$9,107.24 <i>per Parcel</i> |
|                        | Greater than or Equal to 40,000 Parcel Sq.Ft. | \$564.17 <i>per Parcel</i>                        | \$9,378.63 <i>per Parcel</i> | \$9,942.80 <i>per Parcel</i> |
| Multi-Family Property  | Less than 2,500 Unit Sq.Ft.                   | \$267.61 <i>per Unit</i>                          | \$4,448.77 <i>per Unit</i>   | \$4,716.38 <i>per Unit</i>   |
|                        | 2,500 TO 2,999 Unit Sq.Ft.                    | \$269.85 <i>per Unit</i>                          | \$4,486.17 <i>per Unit</i>   | \$4,756.02 <i>per Unit</i>   |
|                        | 3,000 TO 3,999 Unit Sq.Ft.                    | \$279.27 <i>per Unit</i>                          | \$4,642.46 <i>per Unit</i>   | \$4,921.73 <i>per Unit</i>   |
|                        | 4,000 TO 4,999 Unit Sq.Ft.                    | \$291.12 <i>per Unit</i>                          | \$4,839.50 <i>per Unit</i>   | \$5,130.62 <i>per Unit</i>   |
|                        | 5,000 TO 5,999 Unit Sq.Ft.                    | \$303.44 <i>per Unit</i>                          | \$5,044.35 <i>per Unit</i>   | \$5,347.79 <i>per Unit</i>   |
|                        | 6,000 TO 6,999 Unit Sq.Ft.                    | \$315.80 <i>per Unit</i>                          | \$5,249.76 <i>per Unit</i>   | \$5,565.56 <i>per Unit</i>   |
|                        | 7,000 TO 7,999 Unit Sq.Ft.                    | \$327.65 <i>per Unit</i>                          | \$5,446.80 <i>per Unit</i>   | \$5,774.45 <i>per Unit</i>   |
|                        |   | Greater than or Equal to 8,000 Unit Sq.Ft.        | \$333.59 <i>per Unit</i>     | \$5,545.60 <i>per Unit</i>   |

<sup>1</sup>Tax Zones that are added to CFD No. 2007-1 as a result of future annexations will have their Maximum Special Taxes determined during the annexation process. This Attachment 1 shall be updated to reflect each new annexation.

<sup>2</sup>Beginning in January 2008, and each January thereafter, the Maximum Special Taxes shown in this Attachment 1 shall be adjusted by applying the greater of (i) the increase, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers that had occurred since January of the prior year, or (ii) the increase, if any, in the Engineering News Record's Common Labor Index that had occurred since January of the prior year. Each annual adjustment of the Maximum Special Taxes shall be come effective on the following July 1.

**Attachment 1 Cont.**

**County of Contra Costa  
Community Facilities District No. 2007-1  
(Stormwater Facility Maintenance)**

**Maximum Special Taxes for Tax Zone 1<sup>1</sup>  
For Other Property**

| <b>Maximum Special Taxes for FY 2007-08<sup>2</sup></b>         |  |   |  |  |   |
|---|--|---|--|--|---|
| <b>Maximum Tier 1 Special Tax</b>                               |  | <b>Maximum Tier 2 Special Tax</b>                               |  | <b>Maximum Special Taxes</b>                               |   |
| <b>Base<br/>Maximum Tier 1<br/>Special Tax<br/>(per Parcel)</b> | <b>Incremental<br/>Maximum Tier 1<br/>Special Tax<br/>(per Impervious<br/>Square Foot)</b> | <b>Base<br/>Maximum Tier 2<br/>Special Tax<br/>(per Parcel)</b> | <b>Incremental<br/>Maximum Tier 2<br/>Special Tax<br/>(per Impervious<br/>Square Foot)</b> | <b>Base<br/>Maximum<br/>Special Taxes<br/>(per Parcel)</b> | <b>Incremental<br/>Maximum<br/>Special Taxes<br/>(per Impervious<br/>Square Foot)</b> |
| \$275.00  | \$0.02   | \$5,600.00  | \$0.12   | \$5,875.00   | \$0.14  |

<sup>1</sup>Tax Zones that are added to CFD No. 2007-1 as a result of future annexations will have their Maximum Special Taxes determined during the annexation process. This Attachment 1 shall be updated to reflect each new annexation.

<sup>2</sup>Beginning in January 2008, and each January thereafter, the Maximum Special Taxes shown in this Attachment 1 shall be adjusted by applying the greater of (i) the increase, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers that had occurred since January of the prior year, or (ii) the increase, if any, in the Engineering News Record's Common Labor Index that had occurred since January of the prior year. Each annual adjustment of the Maximum Special Taxes shall be come effective on the following July 1.

## Attachment 2

### County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Facility Maintenance)

#### Identification of Tax Zones

| Tax Zone | Assessor's Parcels Included in Tax Zone <sup>1</sup> |
|----------|--|
| 1        | 098-180-027<br>098-180-030                           |

<sup>1</sup>The property identified by the Assessor's Parcel numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. This Attachment 2 shall be updated to reflect Parcels that are added to a Tax Zone or Tax Zones that are added to CFD No. 2007-1 as a result of future annexions.



**APPENDIX D**

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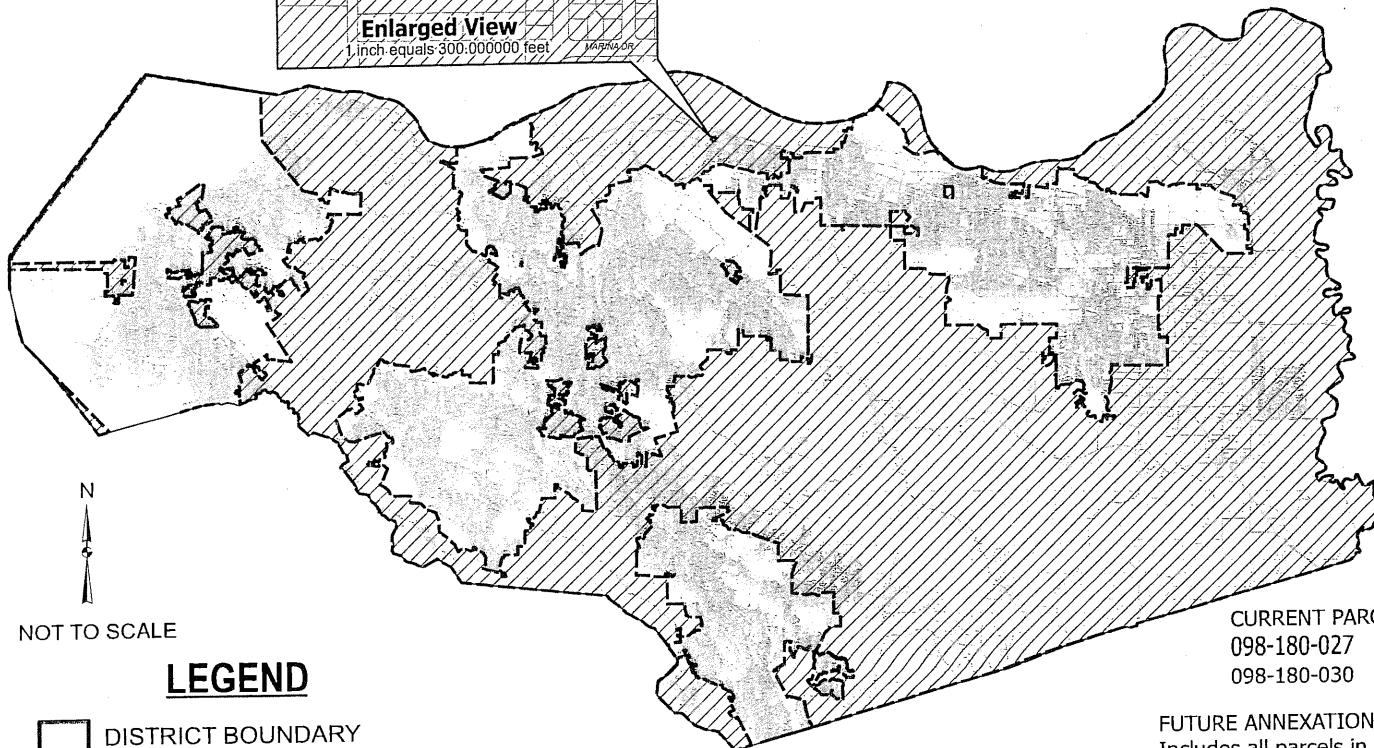
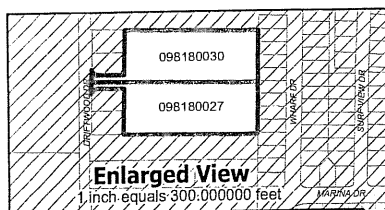
*Boundary Map of  
Community Facilities District No. 2007-1*

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# PROPOSED BOUNDARY MAP

## CONTRA COSTA COUNTY COMMUNITY FACILITIES DISTRICT NO. 2007-1 (STORMWATER MANAGEMENT FACILITIES)

### COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



NOT TO SCALE

### LEGEND

- DISTRICT BOUNDARY
- FUTURE ANNEXATION AREA

CURRENT PARCEL NUMBERS IN DISTRICT BOUNDARY  
098-180-027  
098-180-030

FUTURE ANNEXATION AREA  
Includes all parcels in the unincorporated portion of Contra Costa County except for the parcels currently within the district boundary

Filed in the office of the Clerk of the Board of Supervisors of the County of Contra Costa, this \_\_\_ day of \_\_\_\_\_, 2007.

By: \_\_\_\_\_  
Clerk of the Board of Supervisors,  
County of Contra Costa

I hereby certify that the within map showing proposed boundaries of the County of Contra Costa Community Facilities District No. 2007-1 (Stormwater Management Facilities), County of Contra Costa, State of California, was approved by the Board of Supervisors of the County of Contra Costa at a meeting thereof held on the \_\_\_ day of \_\_\_\_\_, 2007, by its Resolution No. \_\_\_\_\_.

By: \_\_\_\_\_  
Clerk of the Board of Supervisors,  
County of Contra Costa

Filed this \_\_\_ day of \_\_\_\_\_, 2007, at the hour of \_\_\_ o'clock \_\_.m., in Book \_\_\_ of Maps of Assessment and Community Facilities Districts at Page \_\_\_ in the office of the County Recorder in the County of Contra Costa, State of California.

By: \_\_\_\_\_  
County Recorder,  
County of Contra Costa

**APPENDIX E**

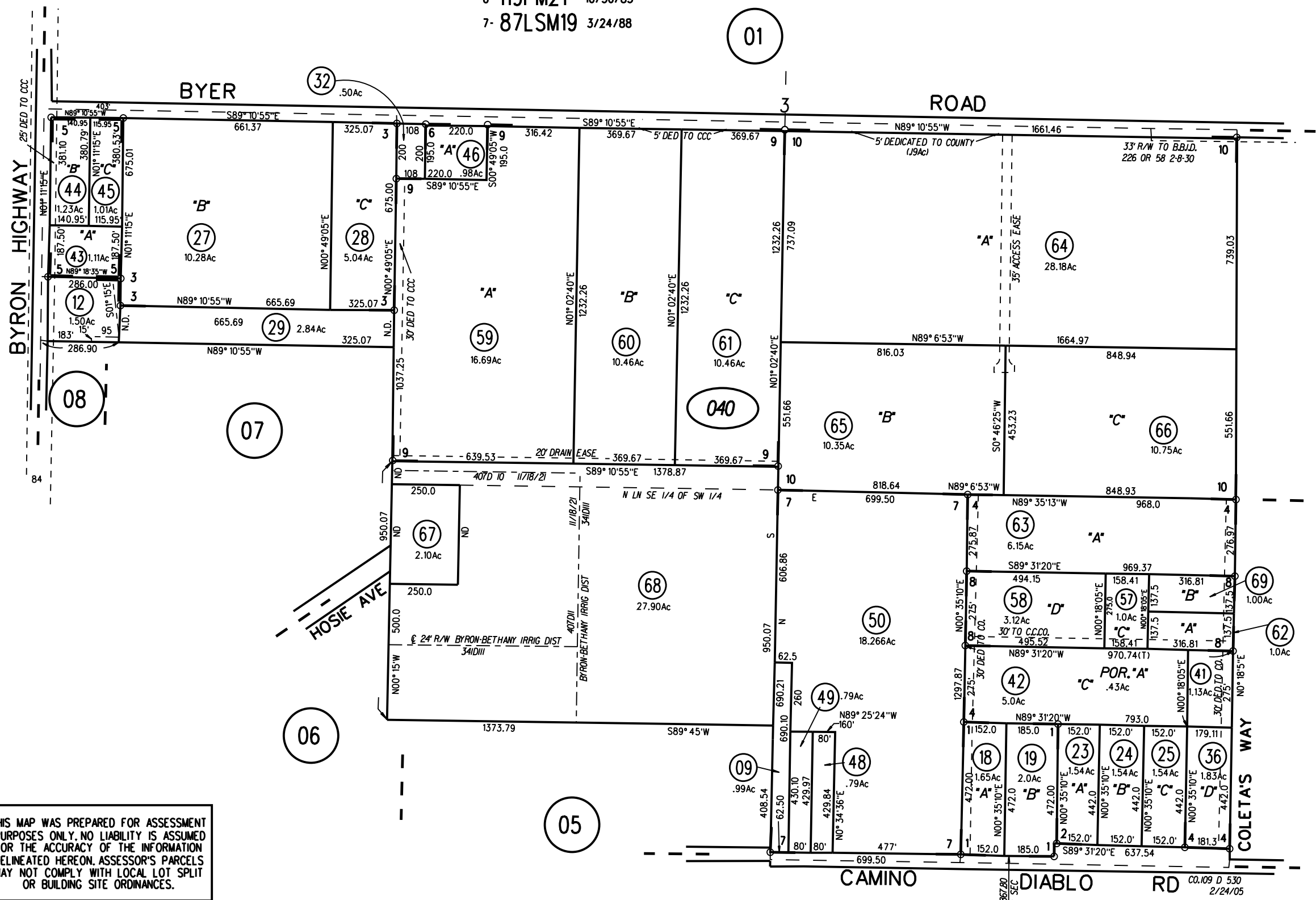
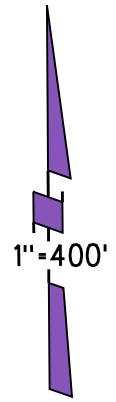
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*Assessor's Parcel Maps for  
Fiscal Year 2019-20*

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POR S 1/2 SEC 3 T1S R3E MDB&M

- 1- 21PM14 3/10/72
- 2- 29PM37 8/27/73
- 3- 72PM28 11/30/78
- 4- 107PM45 10/20/83
- 5- 118PM5 8/28/85
- 6- 119PM21 10/30/85
- 7- 87LSM19 3/24/88
- 8- 162PM10 6/1/93
- 9- 163PM49 1/14/94
- 10- 196PM16 4/13/06



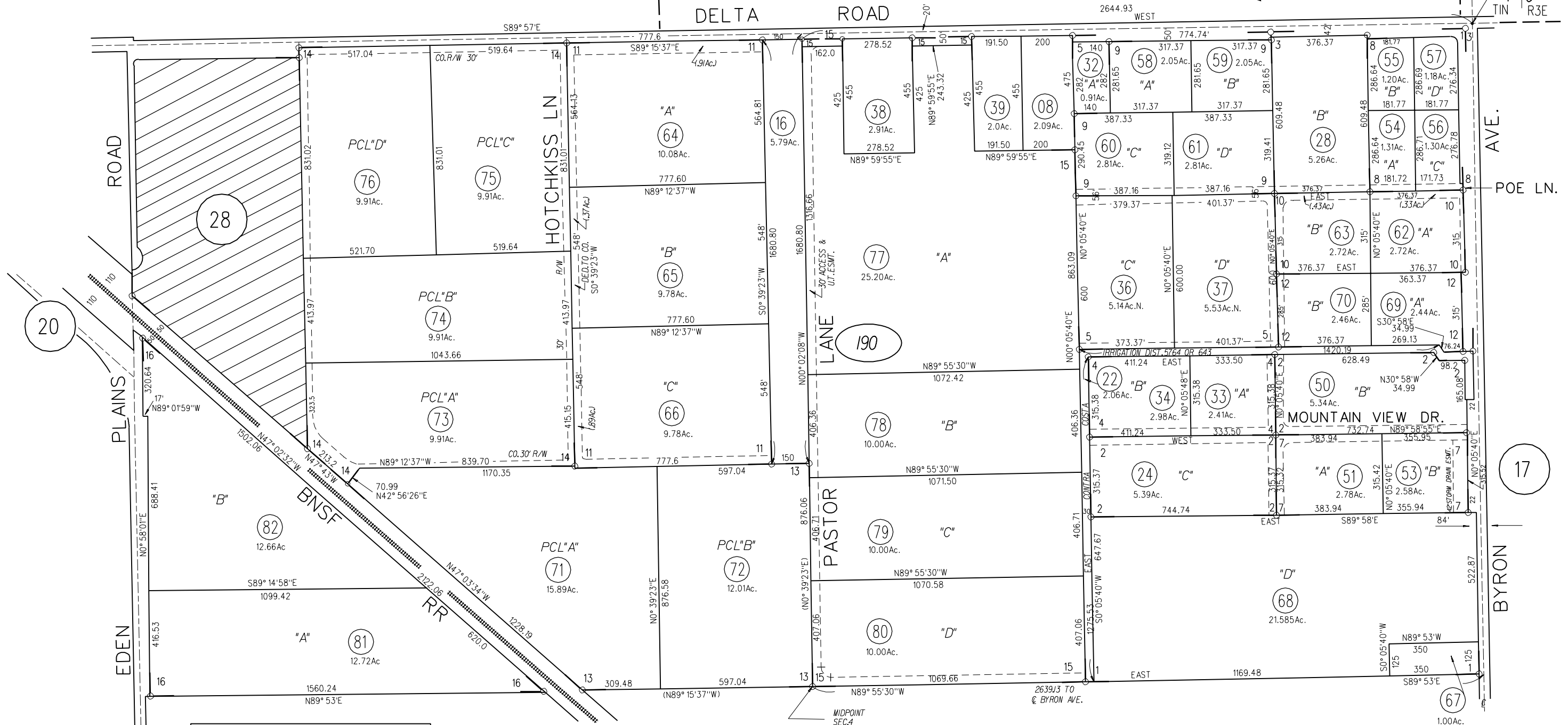
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

N $\frac{1}{2}$ SEC.4 TIN R3E MDBM

1-1965- RECORD OF SURVEY 28L.S.M. 43

- |                |         |             |          |
|----------------|---------|-------------|----------|
| 2-1969- 7PM1   | 1-13-69 | 10- 53PM12  | 3-25-77  |
| 3-1970- 8PM3   | 4-9-69  | 11- 58PM49  | 10-26-77 |
| 4-1970- 12PM5  | 3-11-70 | 12- 77PM23  | 5-31-79  |
| 5-1970- 13PM39 | 7-20-70 | 13- 150PM46 | 1-25-91  |
| 7-1974- 29PM7  | 7-20-73 | 14- 154PM34 | 9-24-91  |
| 8-1974- 29PM32 | 8-17-73 | 15- 166PM1  | 12-30-94 |
| 9-1975- 35PM18 | 9-18-74 | 16- 191PM1  | 8-6-04   |

1" = 400'



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.

18

190

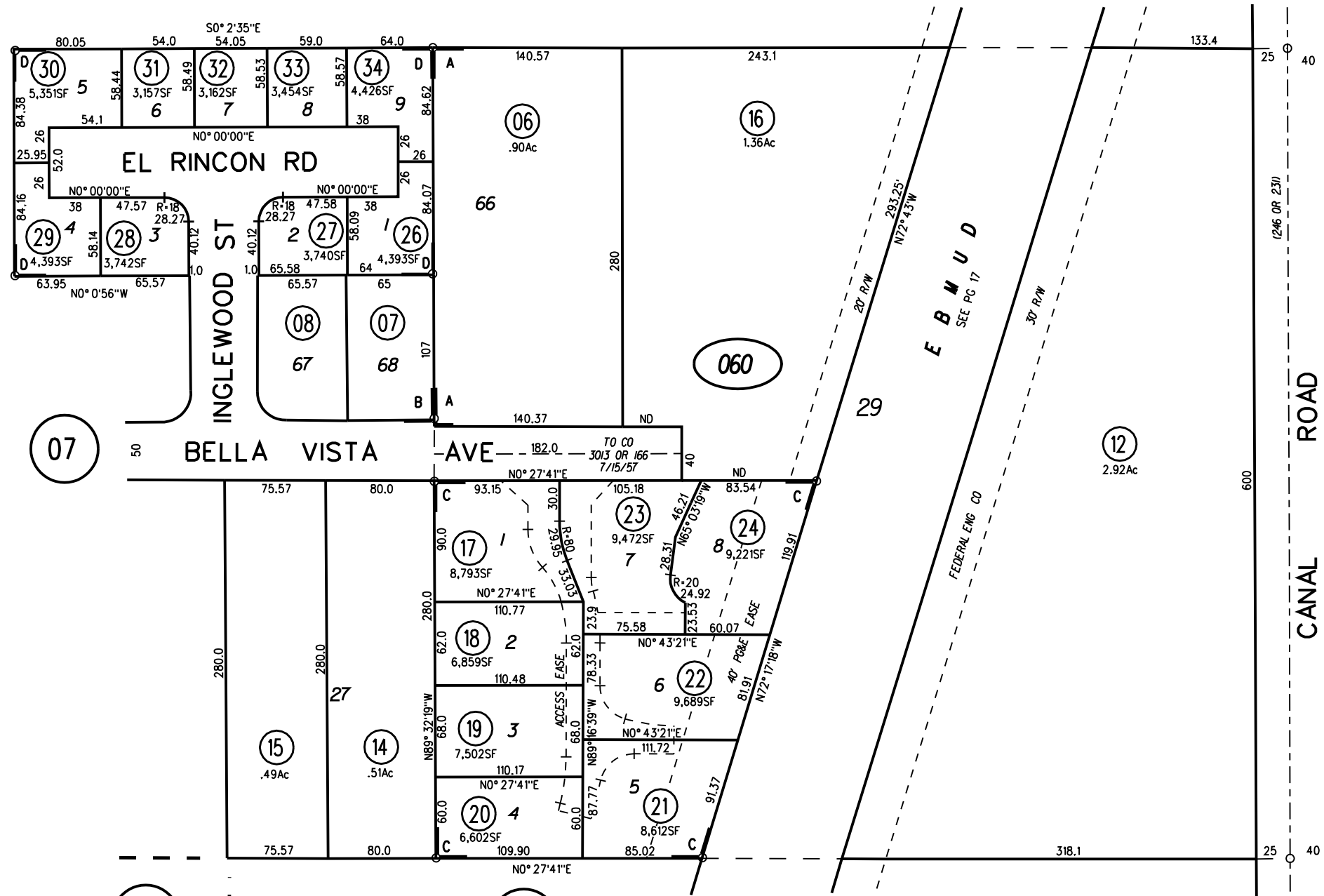
191 PM 1

10/13/04

A- BELLA VISTA MB 18-450 6/3/1924  
 B- AMENDED MAP OF BELLA VISTA MB 31-12 10/7/1946  
 C- TRACT 8902 MB 499-23 11/29/2006  
 D- TRACT 9189 MB 512-9 (BAY POINT HOMES) 8/10/2010



11



07

04

05

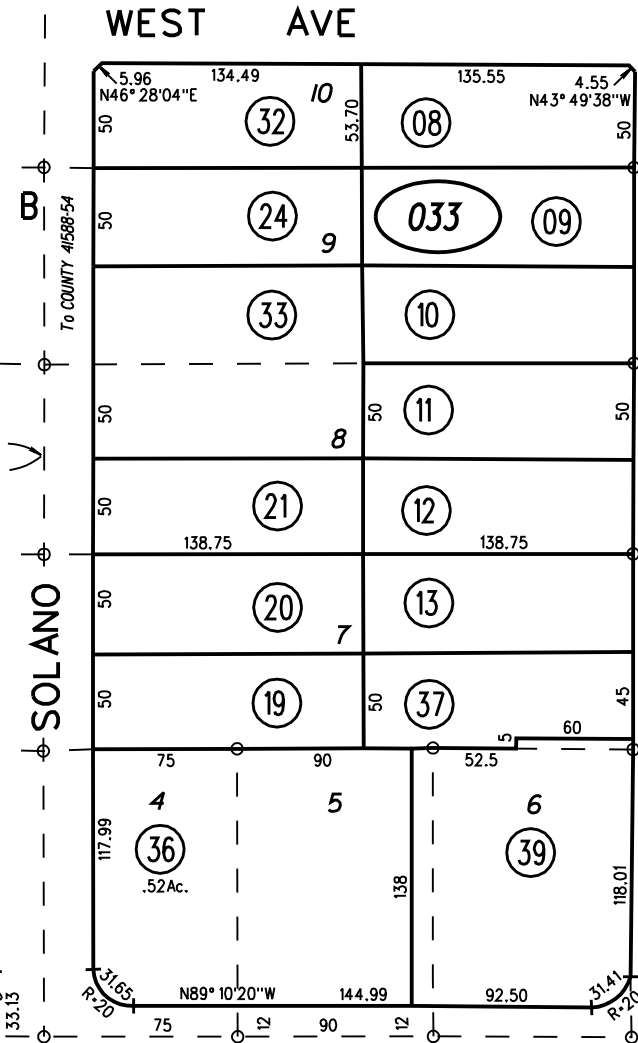
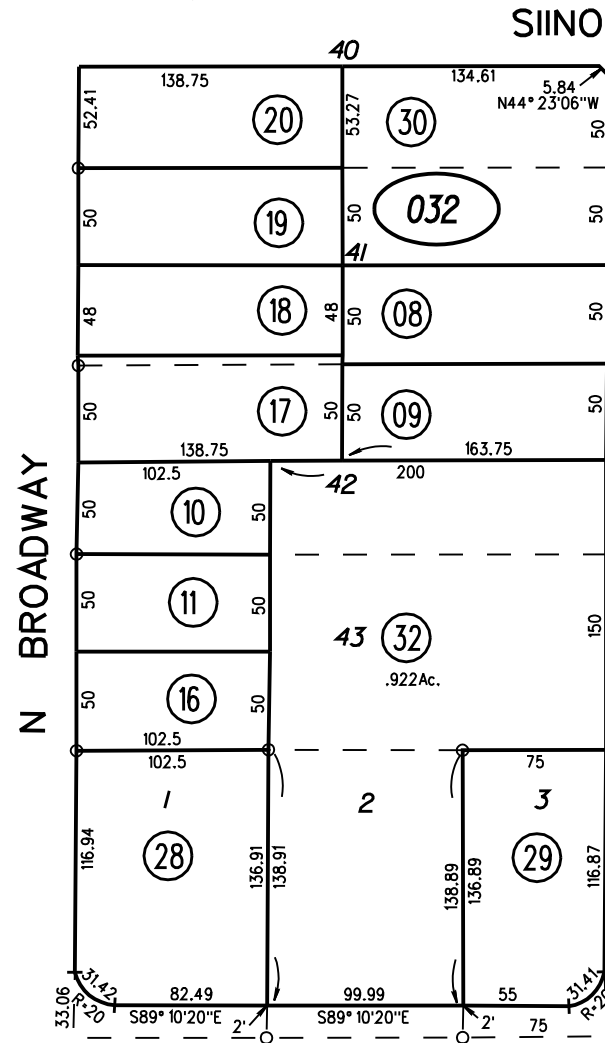
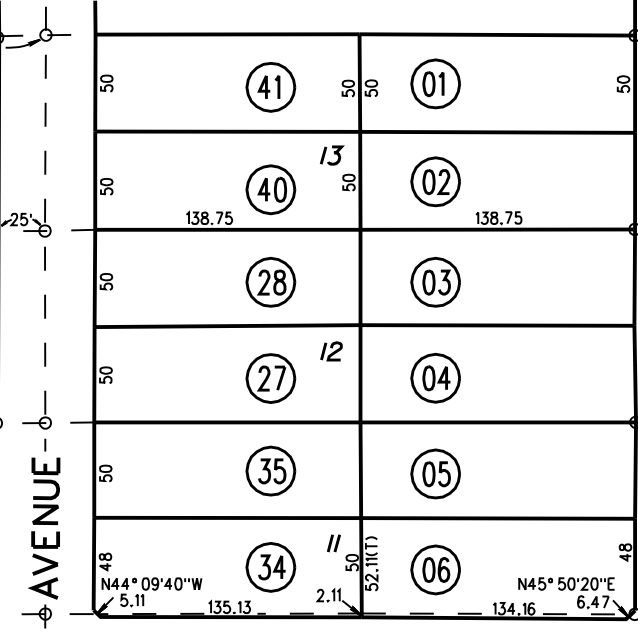
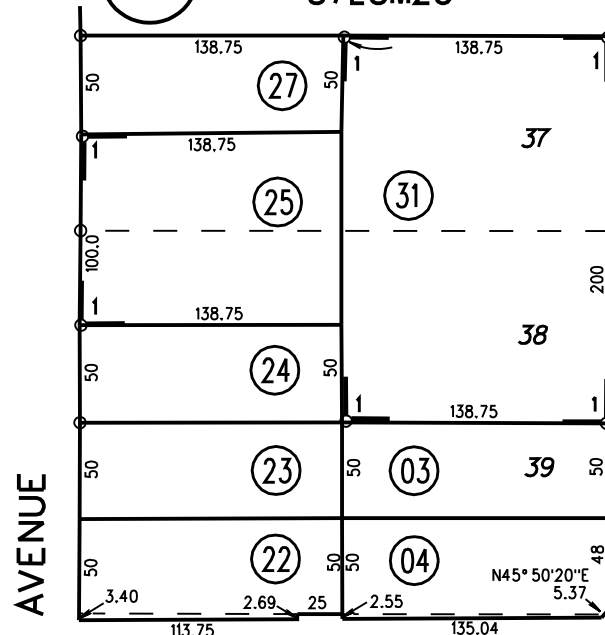
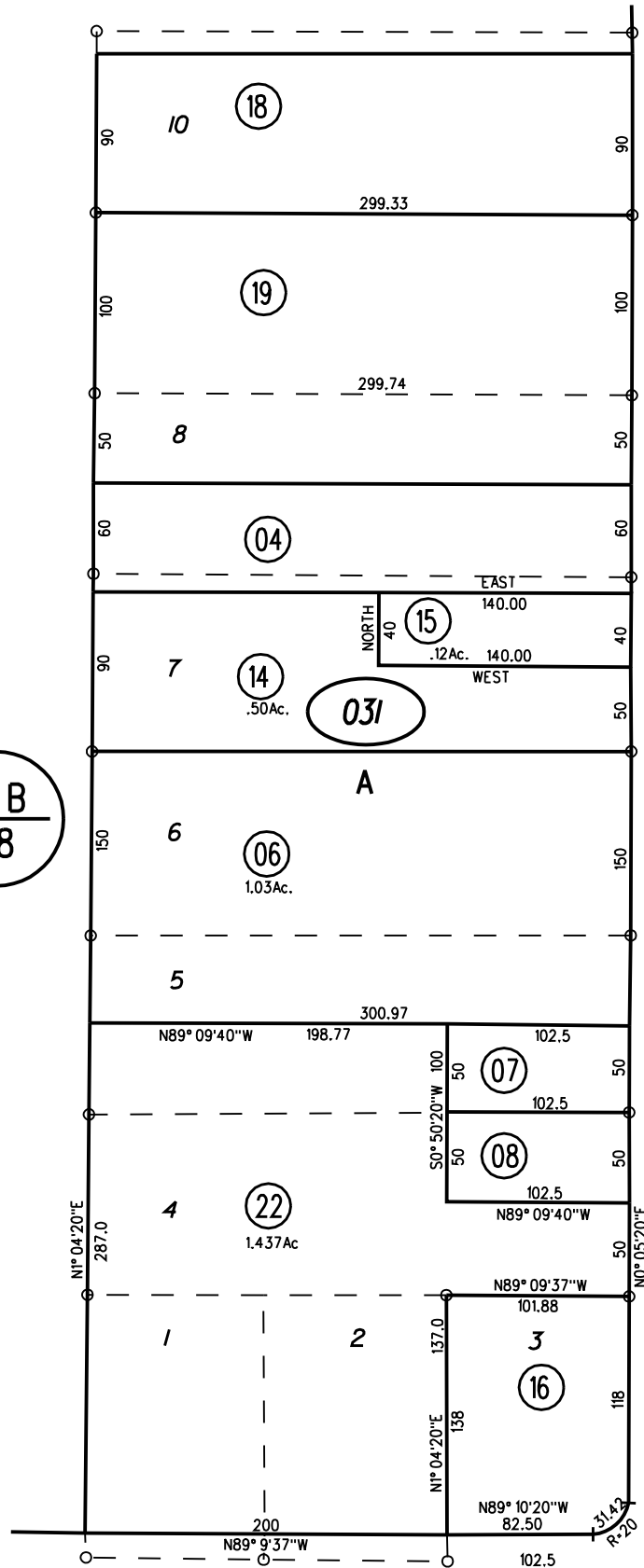
14

060

TR 9189 9/15/10

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.

04  
1-87LSM25 5/4/1988



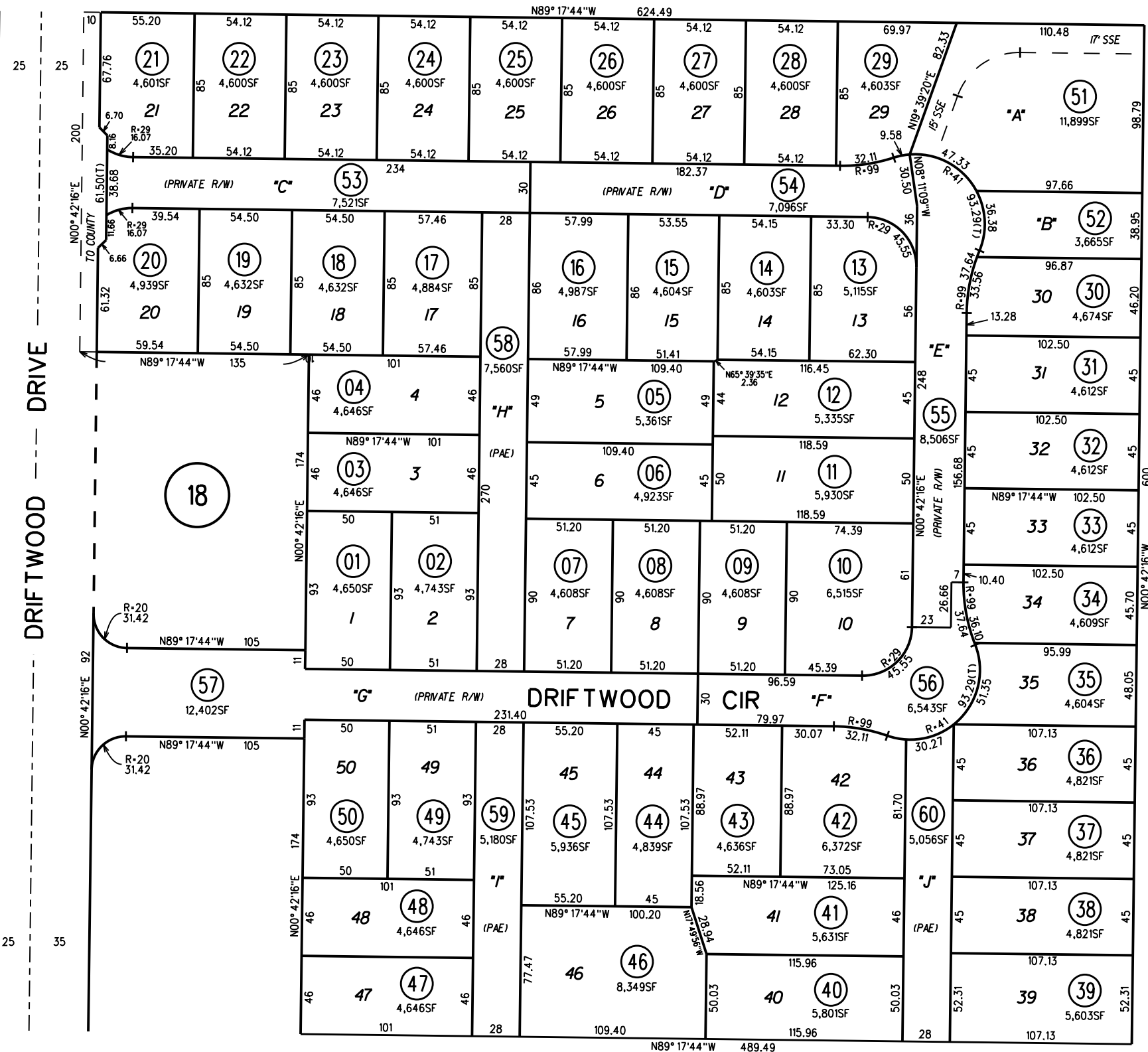
P B  
98

P B  
95

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.

- 031
- 032
- 033
- 22
- 1/18/11
- 6/7/05

13



BK  
99



14

17

590

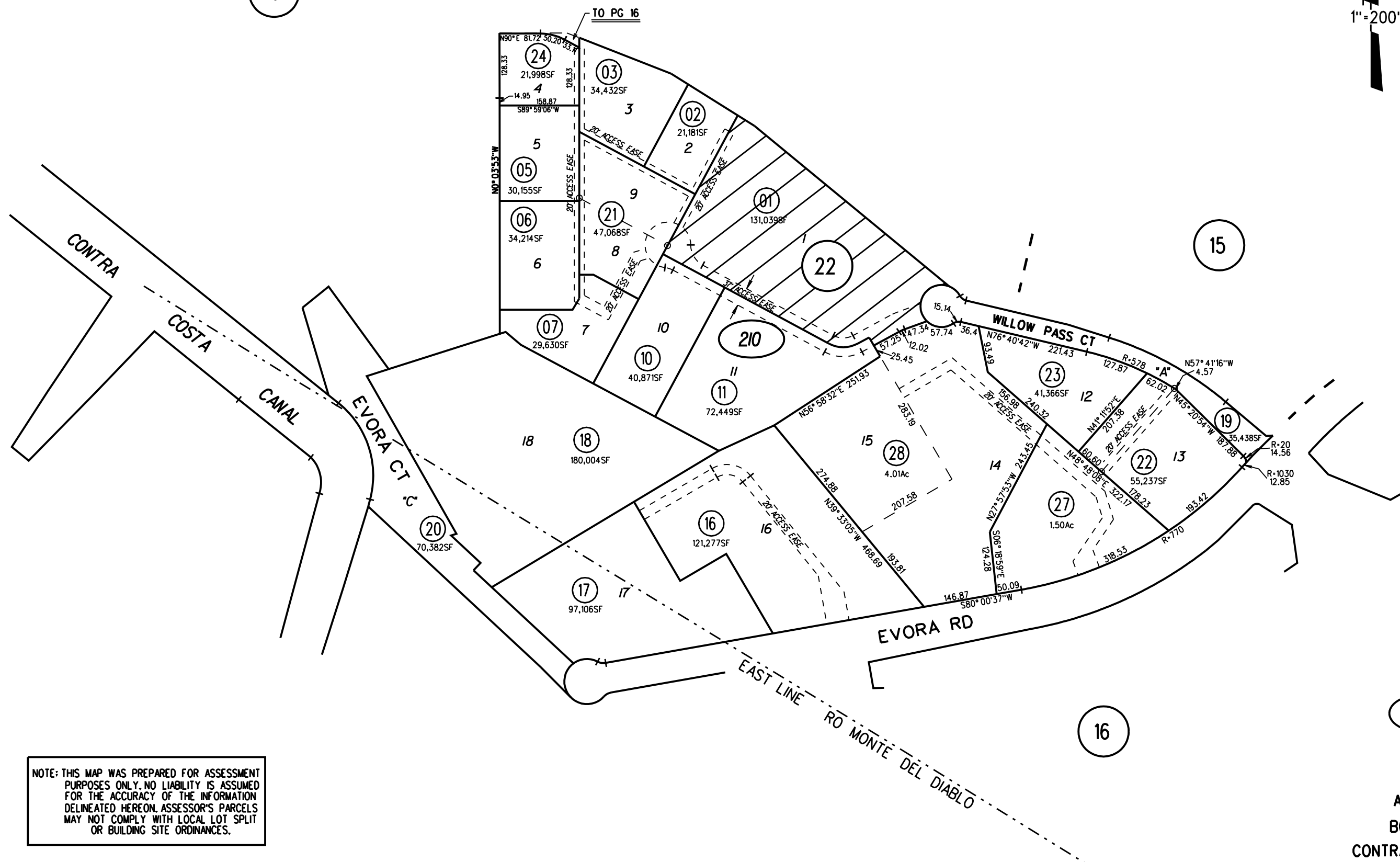
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

18



POR TRACT 8918 MB 497-6 (WILLOW PASS BUSINESS PARK) 10/23/06

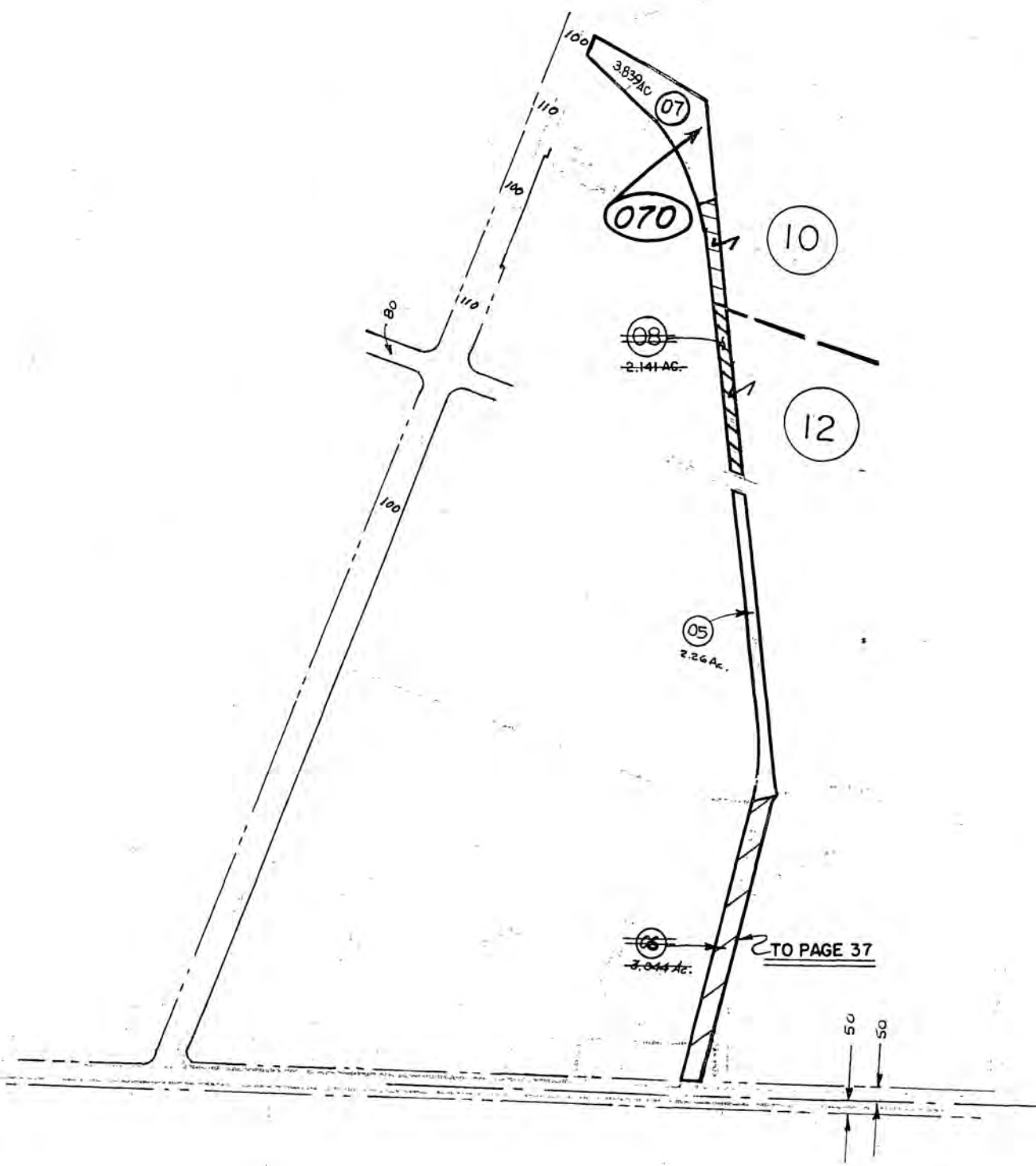
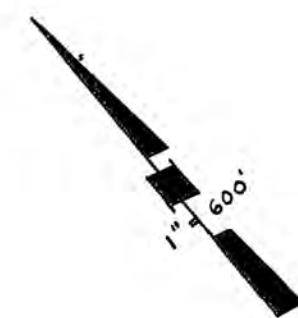
16



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.

210 LLA 27.28 09/18/13

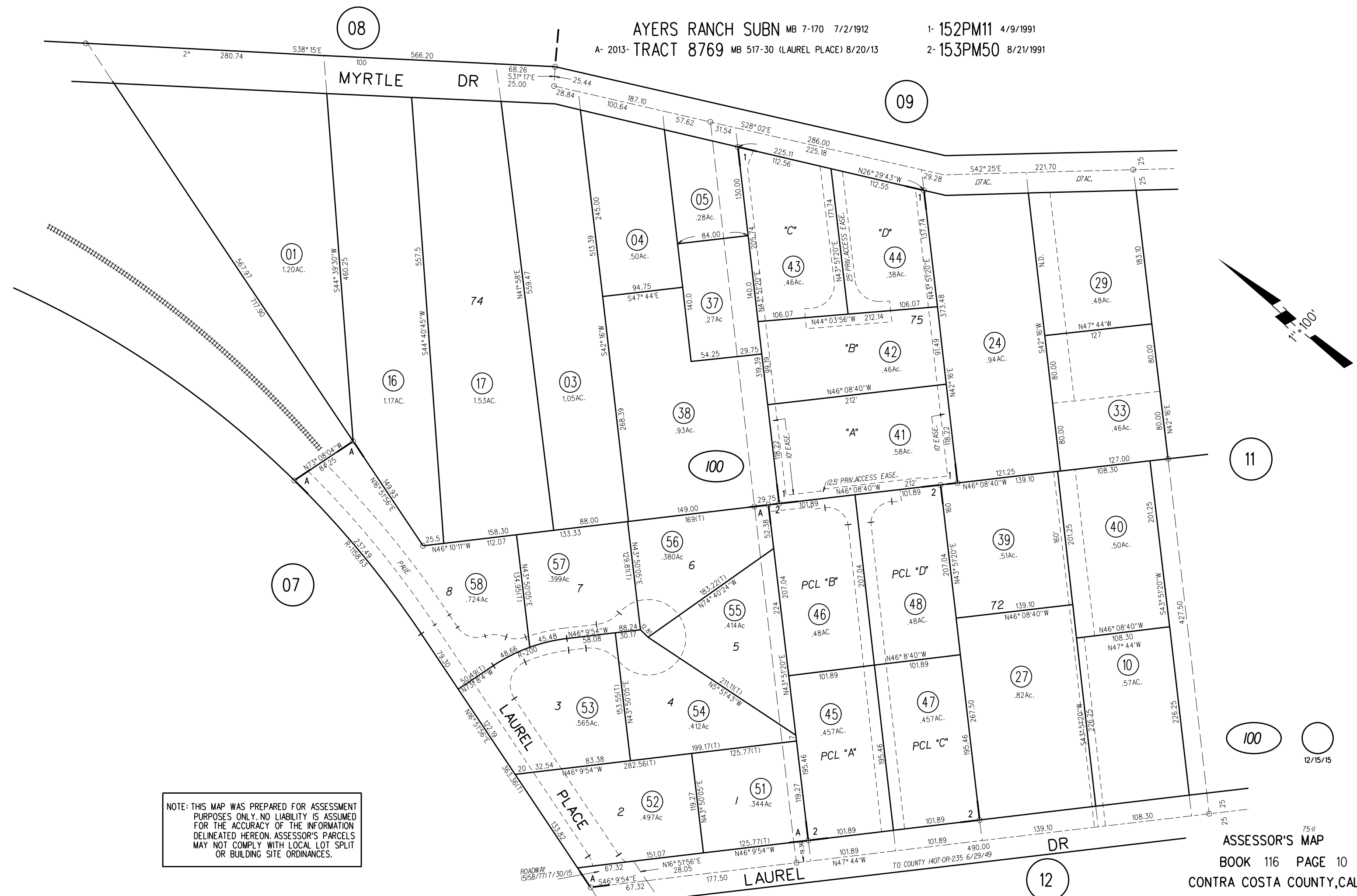
FM PG 16 4/5/07 MAB  
ASSESSOR'S MAP  
BOOK 99 PAGE 21  
CONTRA COSTA COUNTY, CALIF.



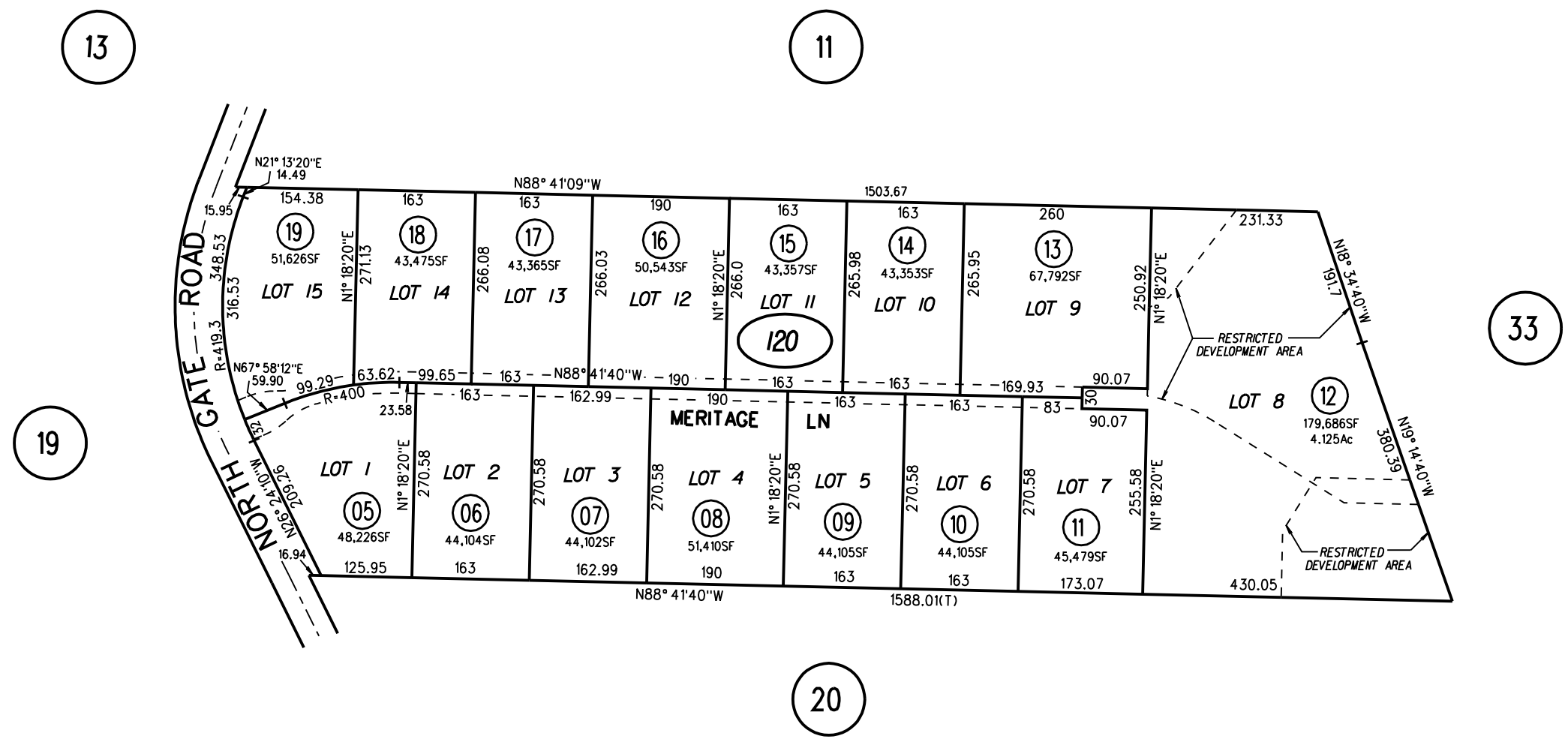
070

8/16/06

ASSESSOR'S MAP  
BOOK 116 PAGE 07  
CONTRA COSTA COUNTY, CALIF.



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.

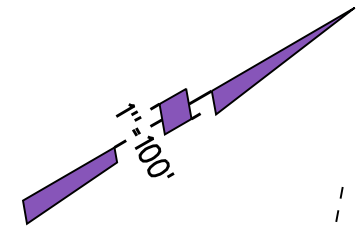


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

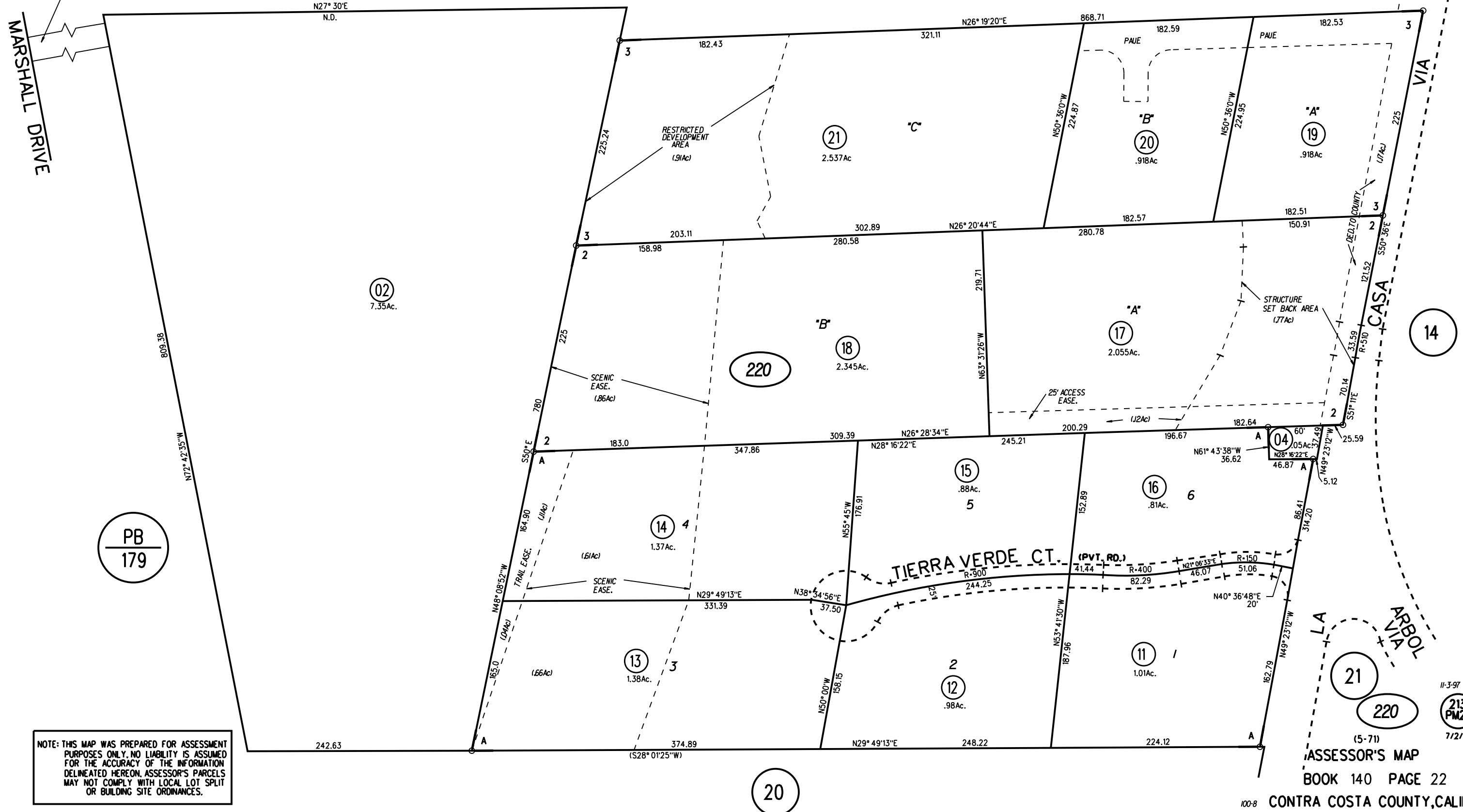
120 TR 8824 9/23/09

RO SAN MIGUEL  
NO. 4 HILL LAND

1- 40 P.M. 24 10-1-75  
1986 ROLL-A- TRACT 6544 M.B. 291-22  
2- 172 P.M. 3 8-27-97  
3- 213 P.M. 23 1-18-18



ACCESS OFF OF MARSHALL DRIVE  
BK. 179 PG. 22 POR. LOT 2 TRACT 2079.

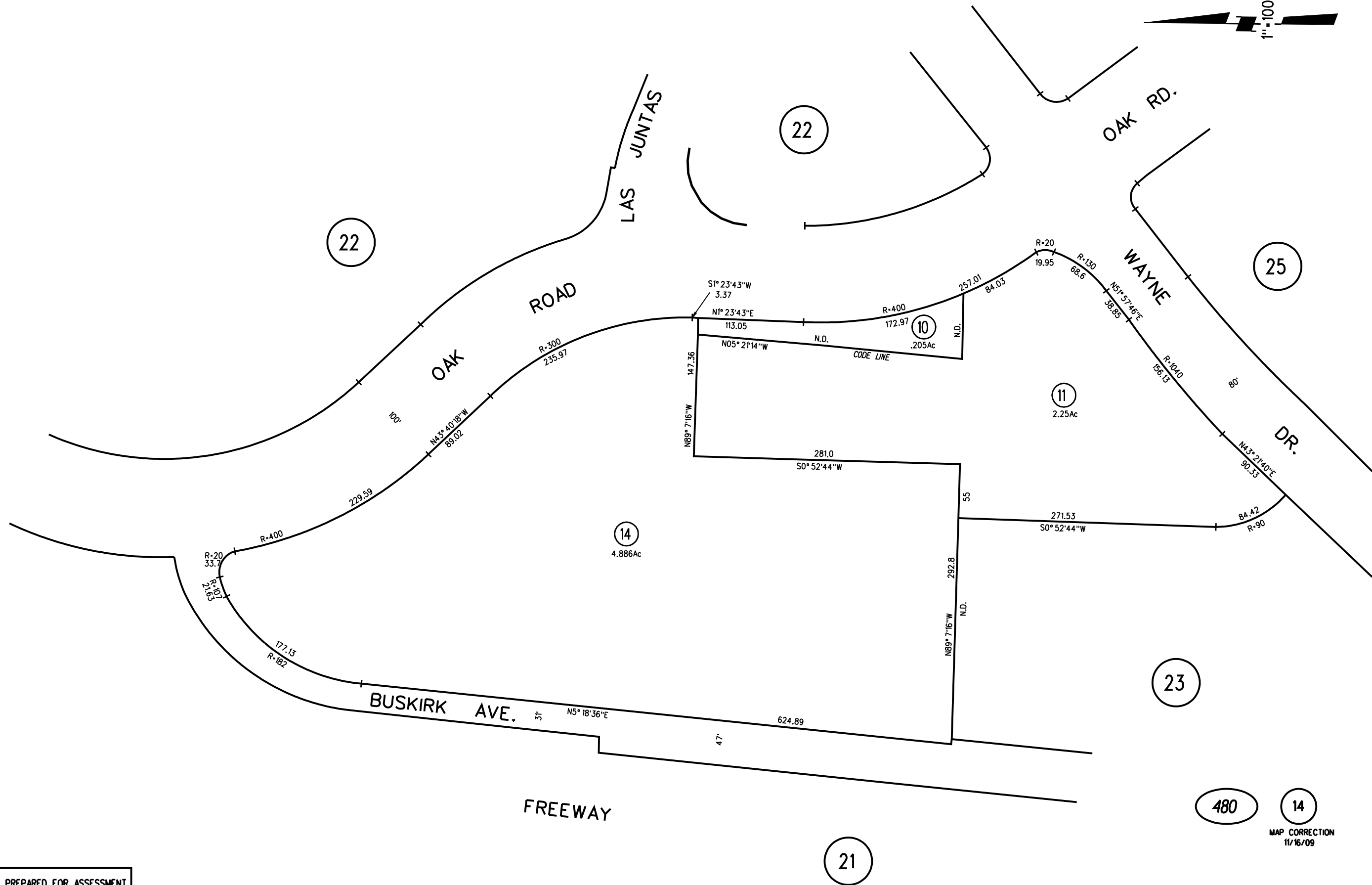


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

ASSESSOR'S MAP  
BOOK 140 PAGE 22  
CONTRA COSTA COUNTY, CALIF.

11-3-97  
213 PM23  
7/2/18

PORS. TR2027 & TR2147, LAS JUNTAS ESTATES, RANCHO LAS JUNTAS



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.

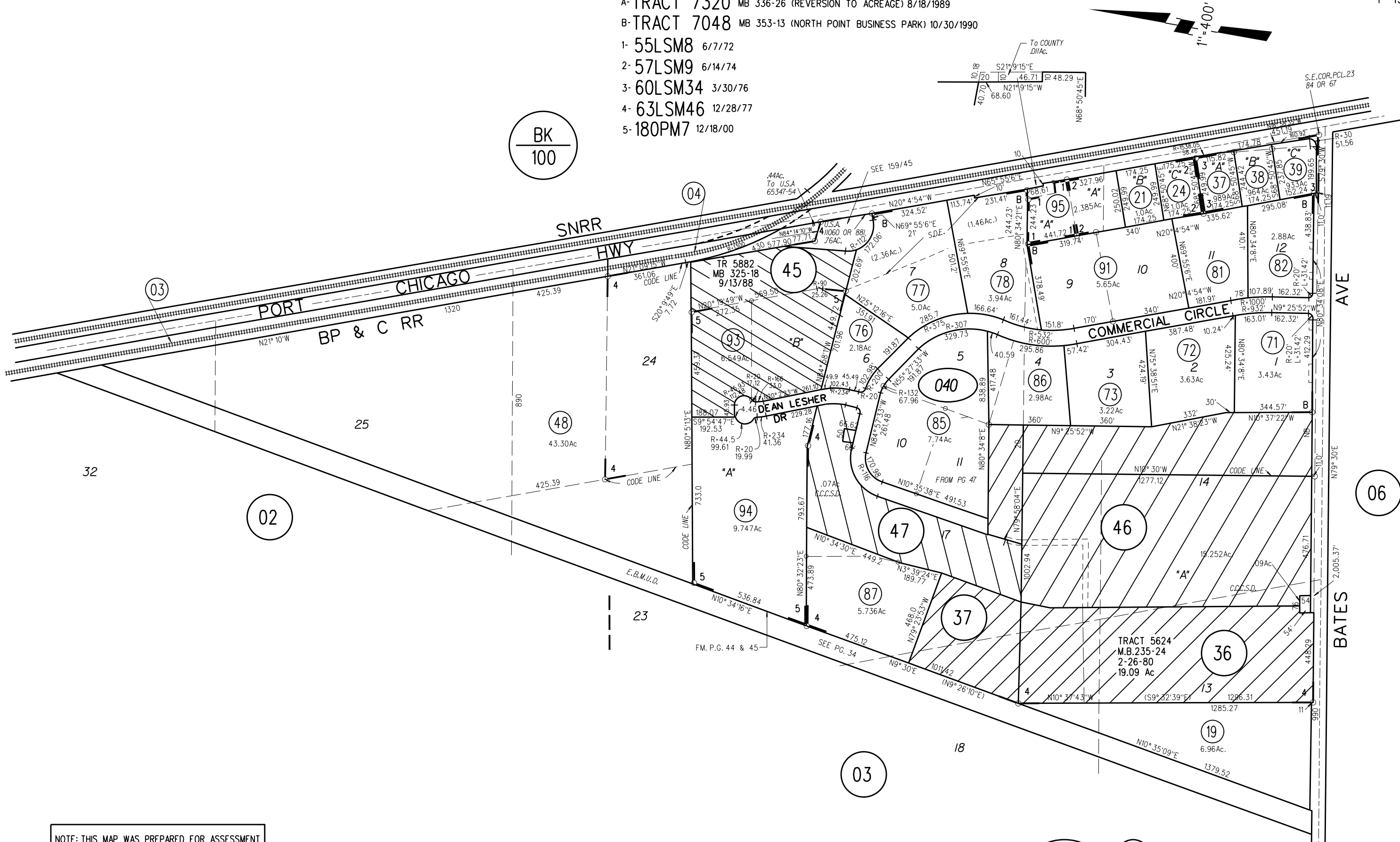
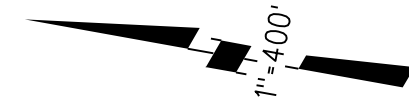
480 14  
MAP CORRECTION  
11/16/09

GOVERNMENT RANCH BK D-87 11/8/1884

E-15  
F-15

- A- TRACT 7320 MB 336-26 (REVERSION TO ACREAGE) 8/18/1989
- B- TRACT 7048 MB 353-13 (NORTH POINT BUSINESS PARK) 10/30/1990
- 1- 55LSM8 6/7/72
- 2- 57LSM9 6/14/74
- 3- 60LSM34 3/30/76
- 4- 63LSM46 12/28/77
- 5- 180PM7 12/18/00

BK  
100



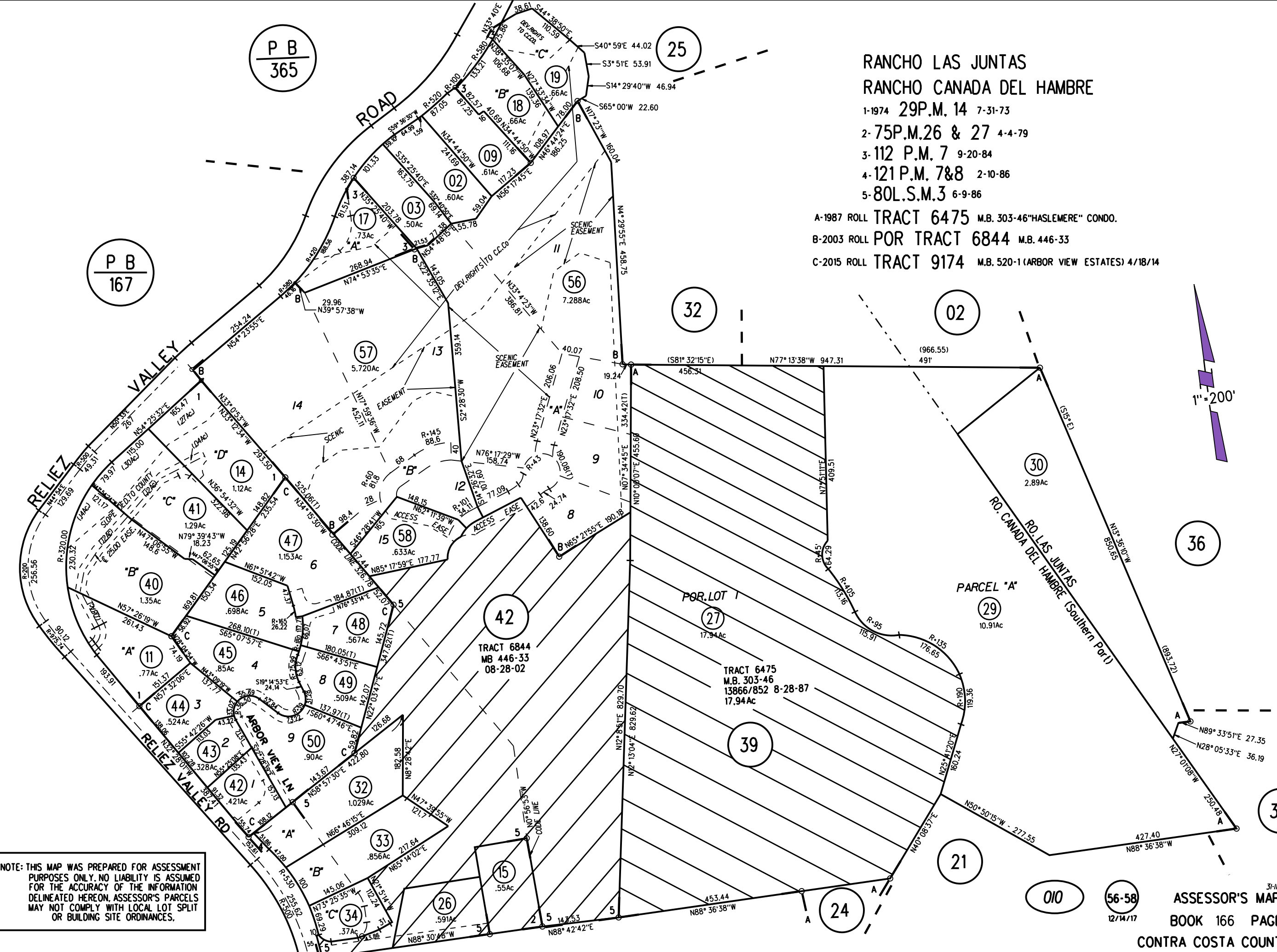
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

040  
95  
07/28/14

**RANCHO LAS JUNTAS  
RANCHO CANADA DEL HAMBRE**

- 1-1974 29P.M. 14 7-31-73
- 2-75P.M.26 & 27 4-4-79
- 3-112 P.M. 7 9-20-84
- 4-121 P.M. 7&8 2-10-86
- 5-80L.S.M.3 6-9-86

A-1987 ROLL TRACT 6475 M.B. 303-46"HASLEMERE" CONDO.  
 B-2003 ROLL POR TRACT 6844 M.B. 446-33  
 C-2015 ROLL TRACT 9174 M.B. 520-1 (ARBOR VIEW ESTATES) 4/18/14

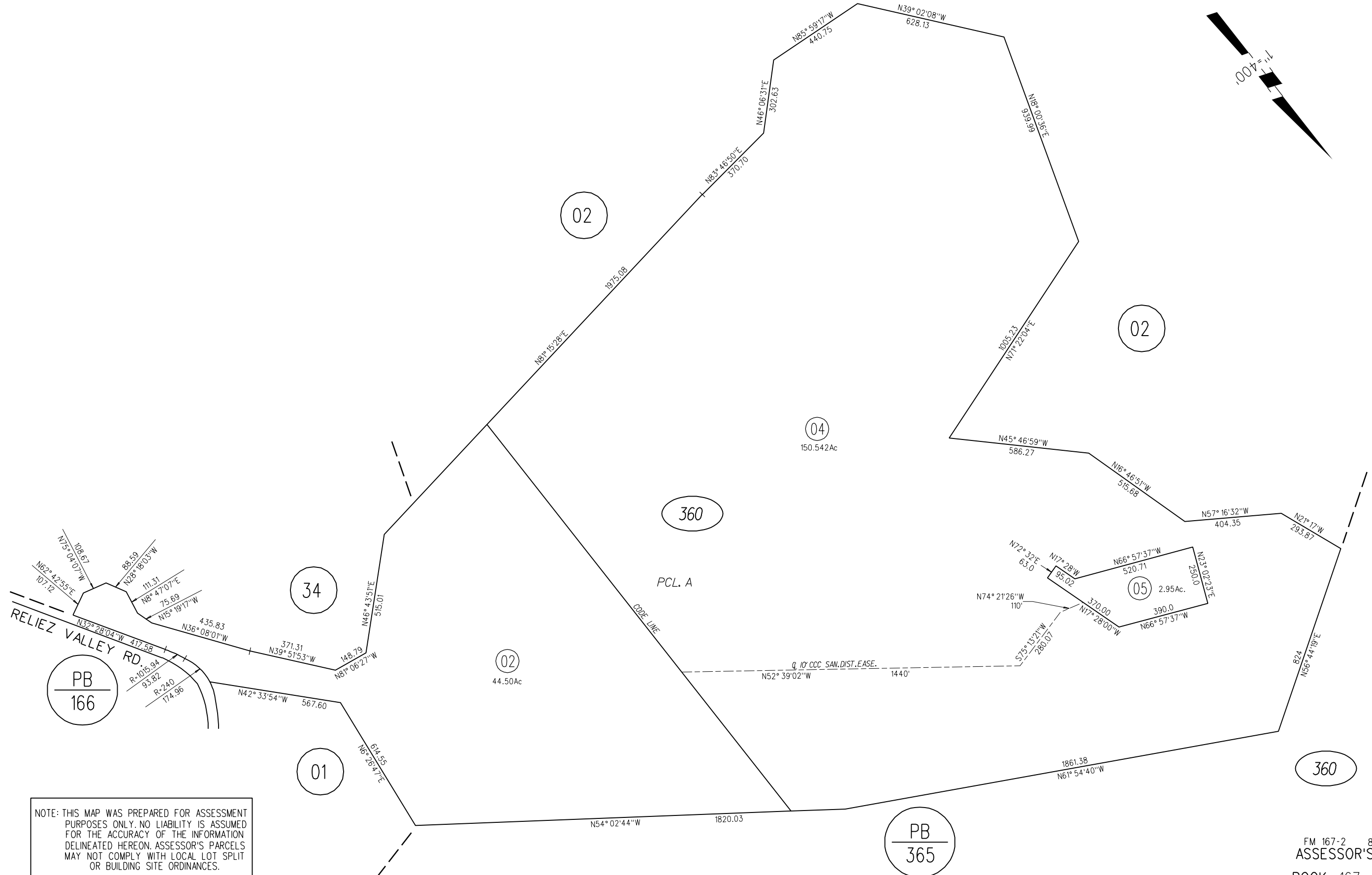
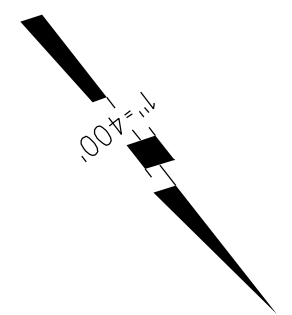


P B  
365

P B  
167

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.

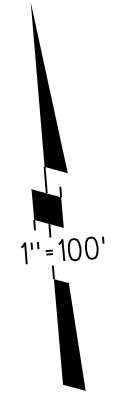




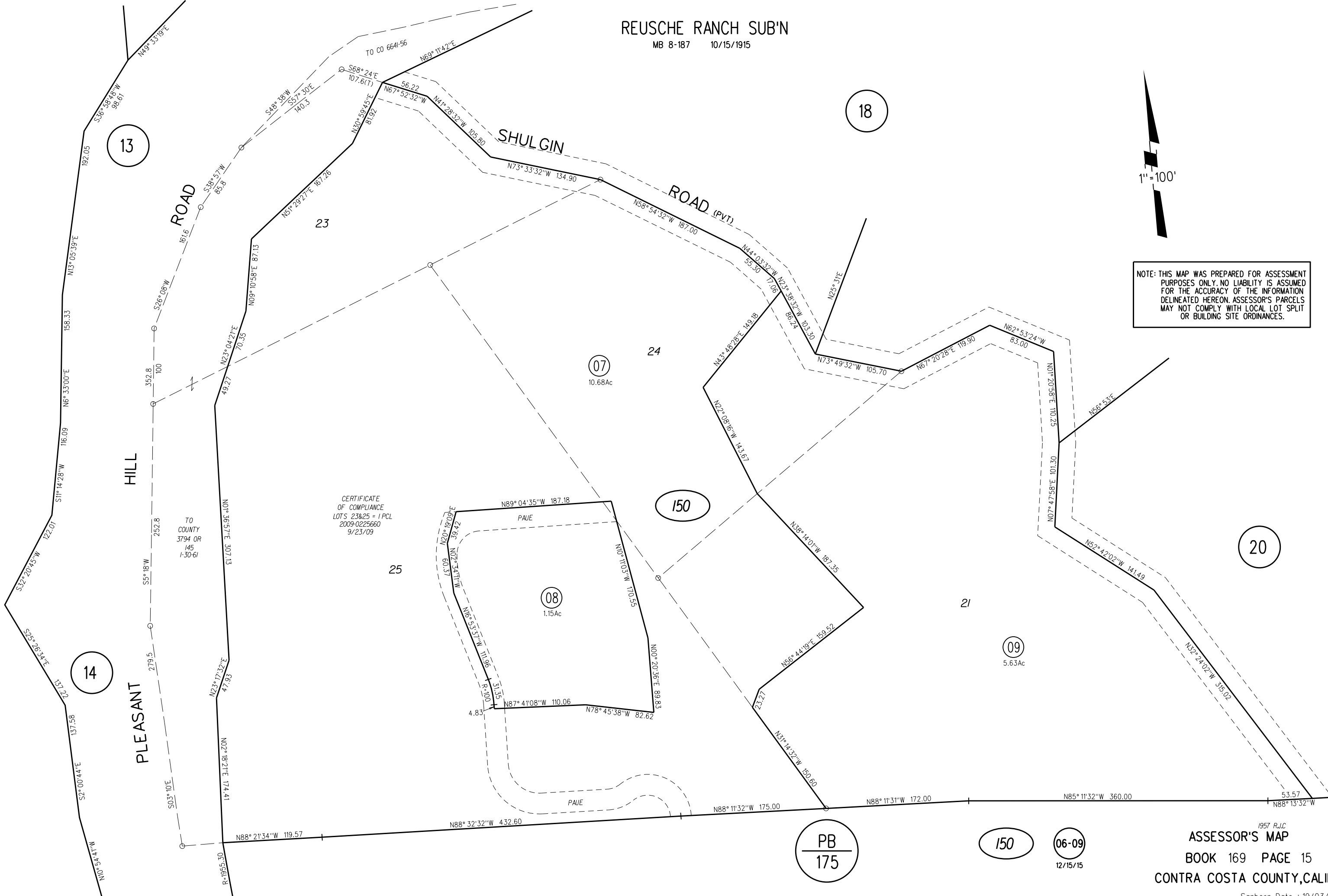
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

REUSCHE RANCH SUB'N

MB 8-187 10/15/1915



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.



CERTIFICATE OF COMPLIANCE  
LOTS 23&25 = 1 PCL  
2009-0225660  
9/23/09

TO COUNTY  
3794 OR  
145  
1-30-61

150

06-09  
12/15/15

PB  
175

20

09  
5.63Ac

150

07  
10.68Ac

08  
1.15Ac

13

14

23

24

25

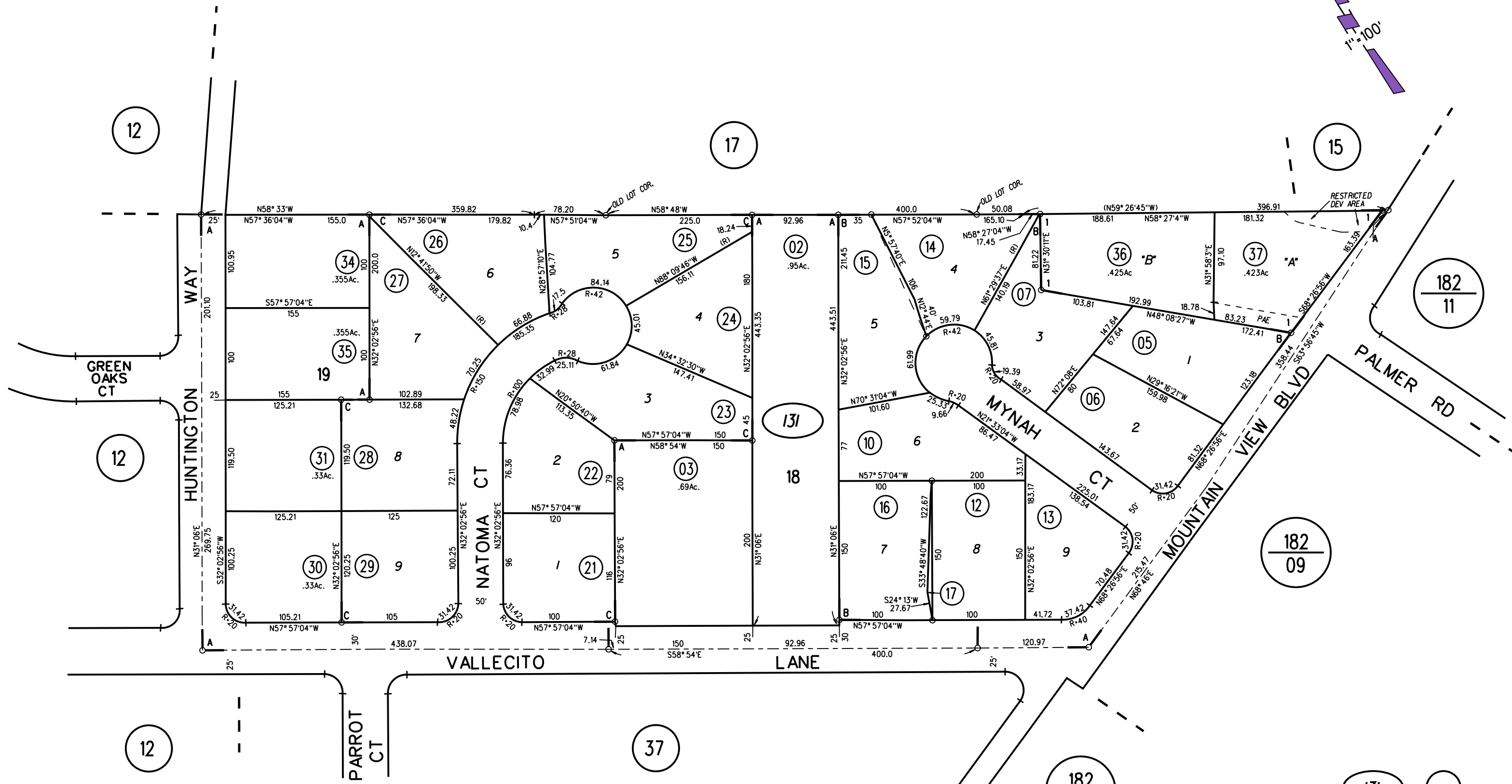
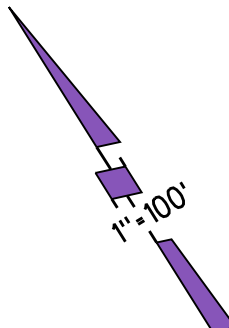
21

A- NORRIS ADD'N TO WALNUT HEIGHTS M.B. 7-174

1- 212PM7 1-5-17

B- TRACT 2621 (POLLY ACRES) M.B. 70-13

C- TRACT 3121 M.B.93-46



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.

131 36.37  
7/25/17

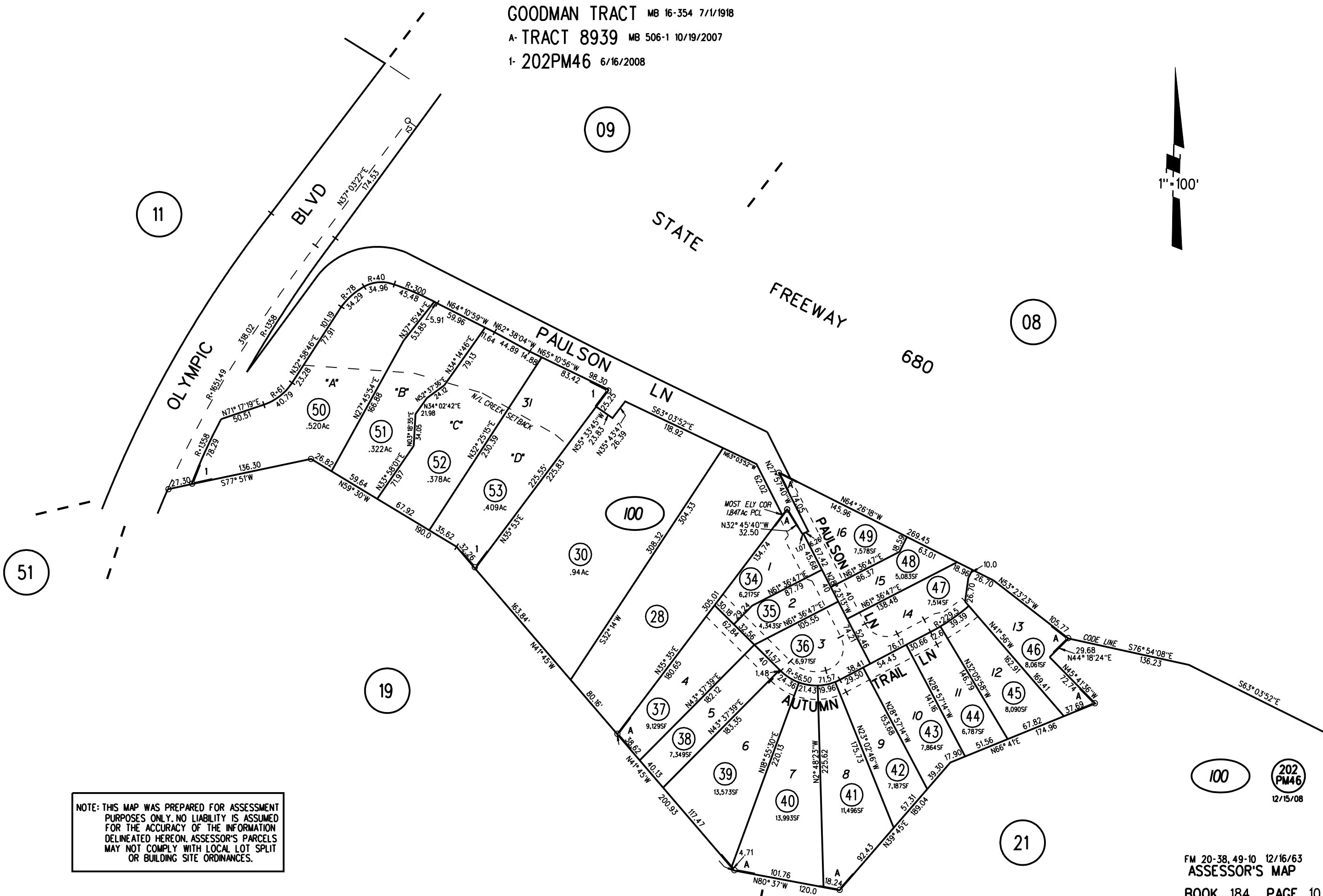
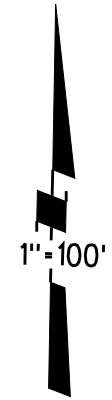
3-31-77 E.F.H.  
ASSESSOR'S MAP  
BOOK 180 PAGE 13  
CONTRA COSTA COUNTY, CALIF.

Sanborn Date : 26/03/1999

GOODMAN TRACT MB 16-354 7/1/1918

A- TRACT 8939 MB 506-1 10/19/2007

1- 202PM46 6/16/2008



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.

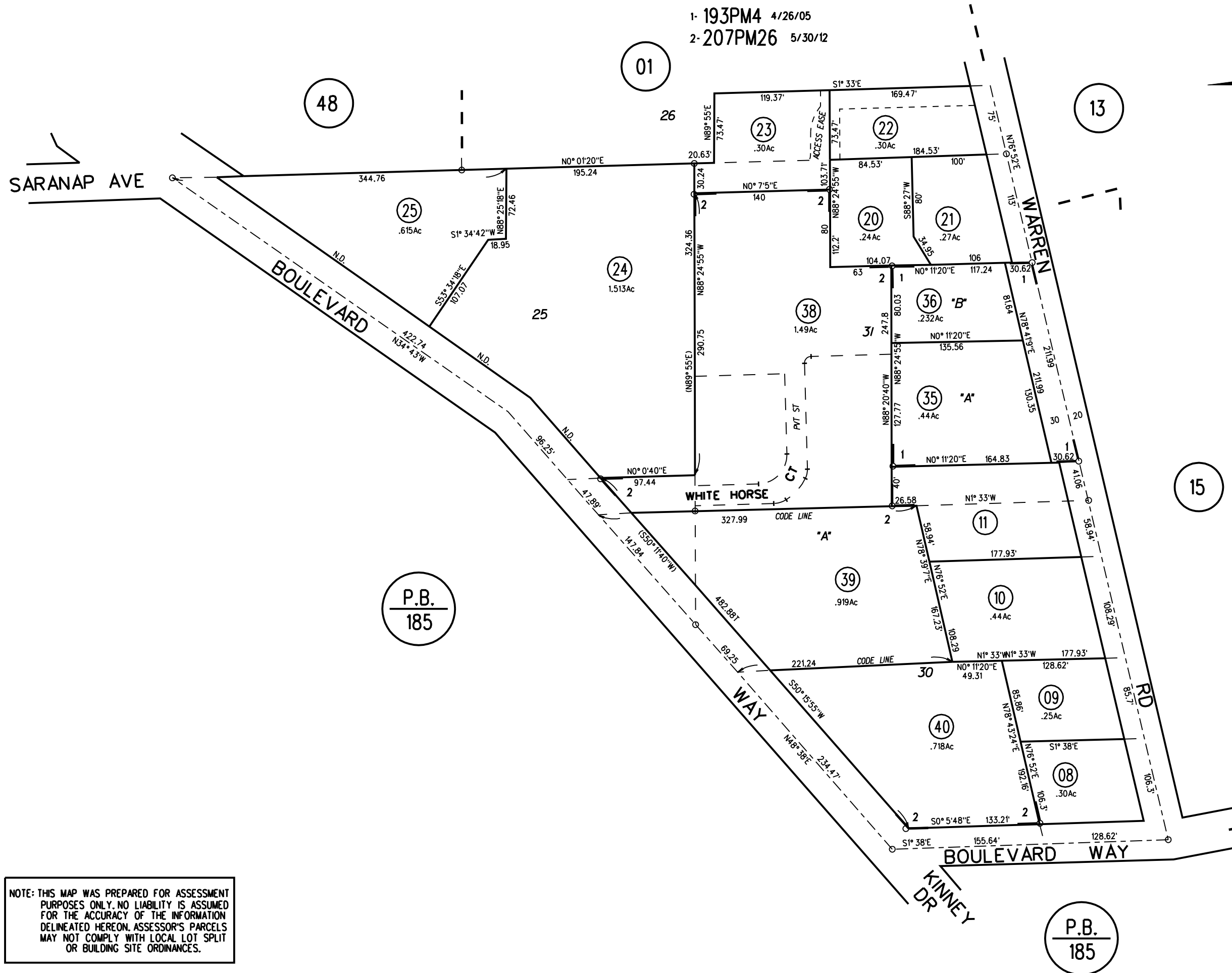
100 202 PM46 12/15/08

FM 20-38, 49-10 12/16/63  
ASSESSOR'S MAP  
BOOK 184 PAGE 10  
CONTRA COSTA COUNTY, CALIF.

FLORALAND TRACT MB 10-241

1- 193PM4 4/26/05

2- 207PM26 5/30/12

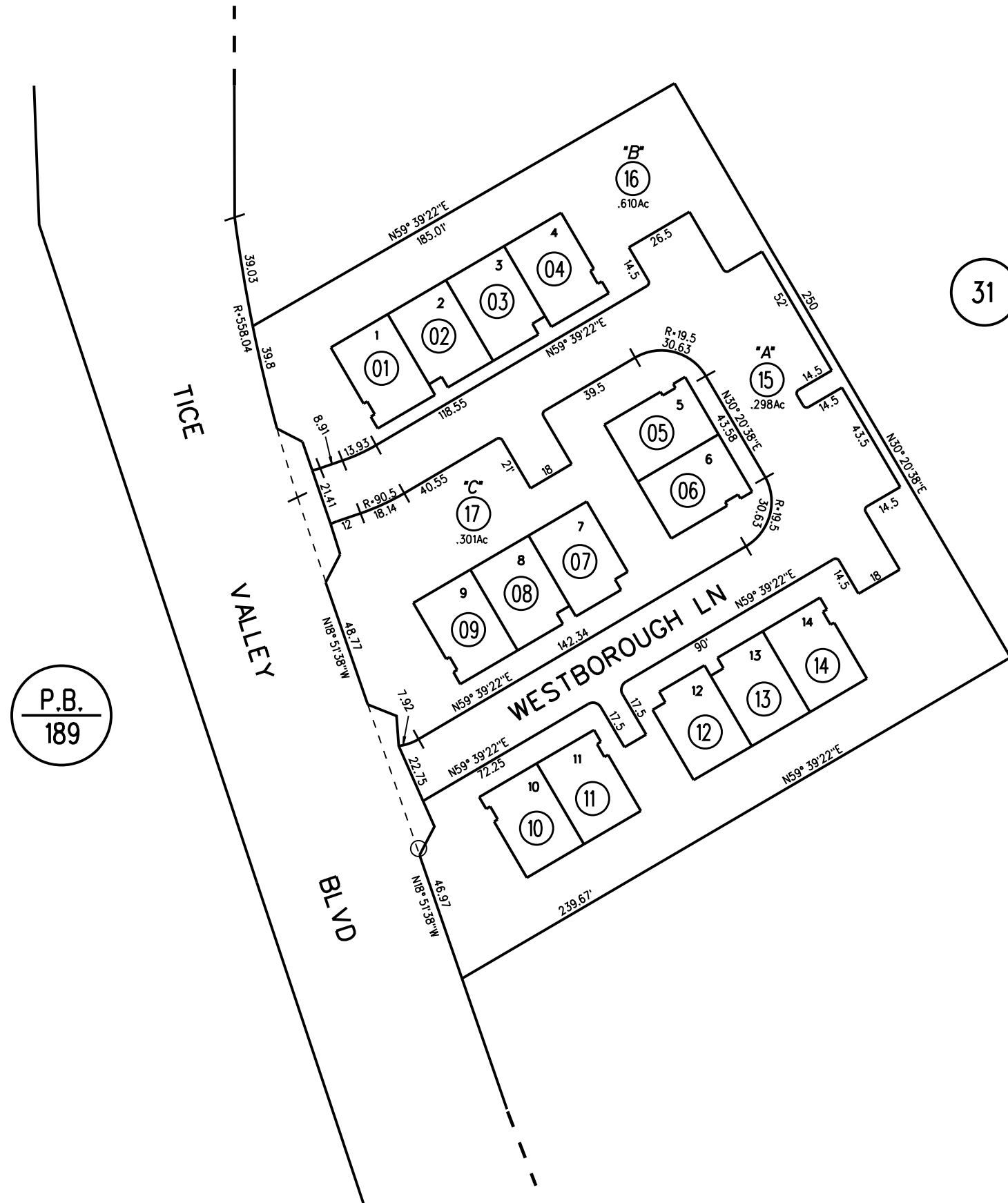
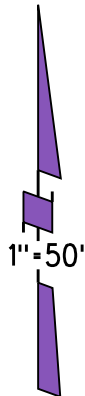


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

207 PM26  
9/20/12

P.B.  
185

FM 49-20.21 1-31-64  
ASSESSOR'S MAP  
BOOK 184 PAGE 45  
CONTRA COSTA COUNTY, CALIF.



31

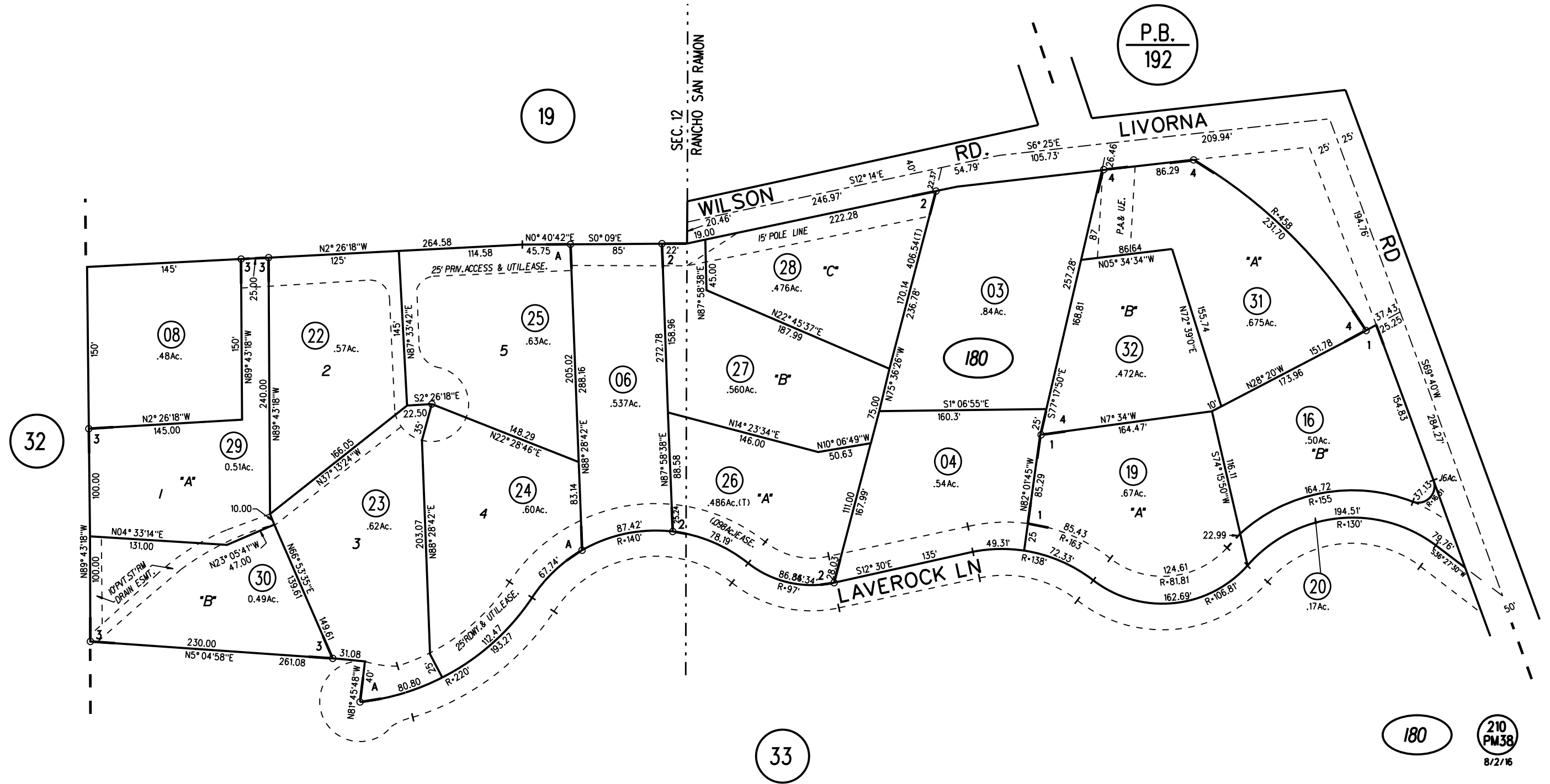
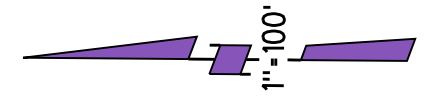
P.B.  
189

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.

590

RANCHO SAN RAMON  
 N. 1/2 SEC. 12 T. 1S., R. 2W., M.D.B. & M.

- 1- RECORD OF SURVEY 34 L.S.M. 45 6-2-65  
 A-1988 ROLL- TRACT 6859 M.B. 316-30  
 2- 133 P.M. 17 5-11-88  
 3- 159 P.M. 38 9-18-92  
 4- 210 P.M. 38 2-16-16



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SEC 6 & 7 T1S R1W MDB&M

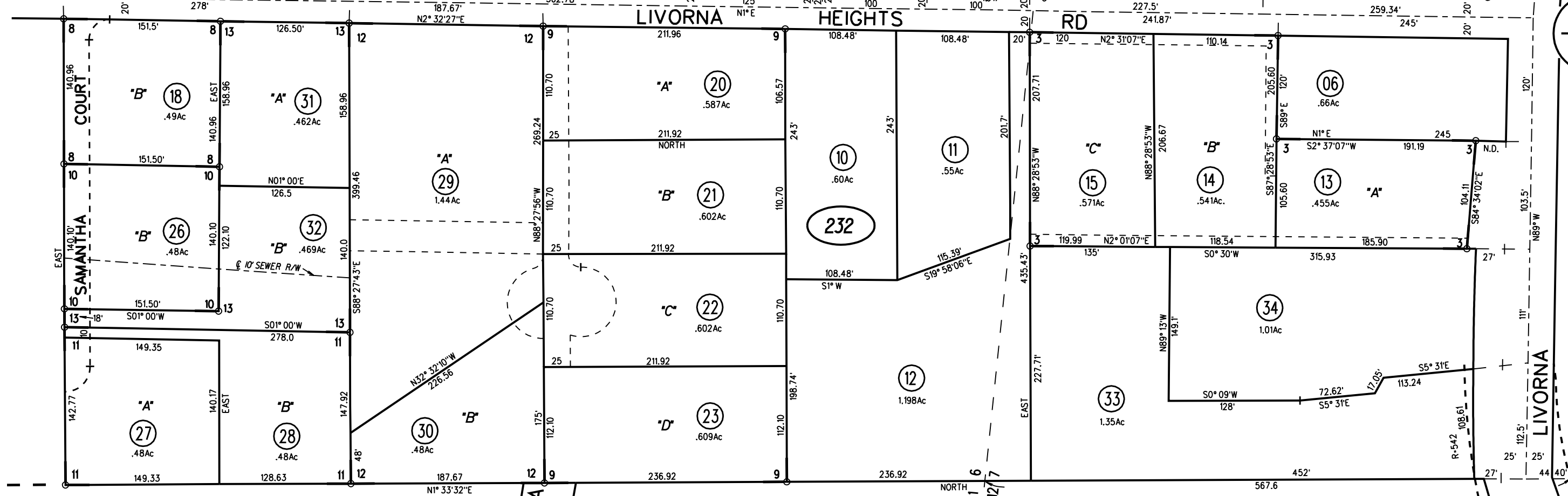
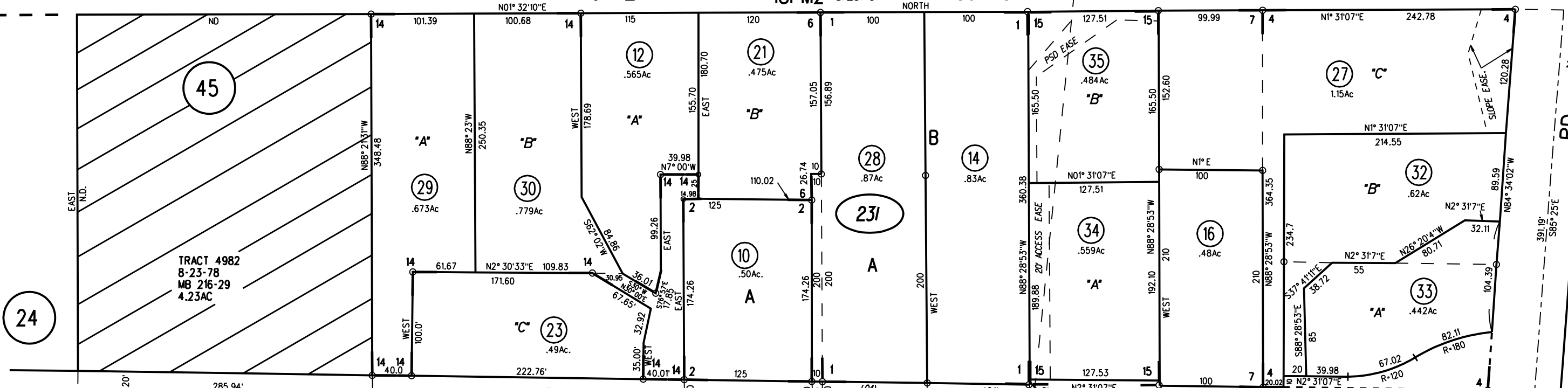
- 2- 39LSM28 1/9/1966
- 3- 5PM42 10/1/1968
- 4- 6PM27 12/12/1968
- 6- 3PM22 4/22/1968
- 7- 5PM21 9/11/1968
- 8- 18PM2 8/25/1971

- 9- 44LSM30 8/25/19
- 10- 32PM10 1/25/1974
- 11- 48PM43 10/1/1976
- 12- 59PM3 10/28/1977

- 13- 83PM37 1/8/1980
- 14- 115PM34 4/30/1985
- 15- 205PM48 12/23/2010



25



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.

30

APPALUSA DR

29

231

232

205 PM48 1/31/11

PB 192



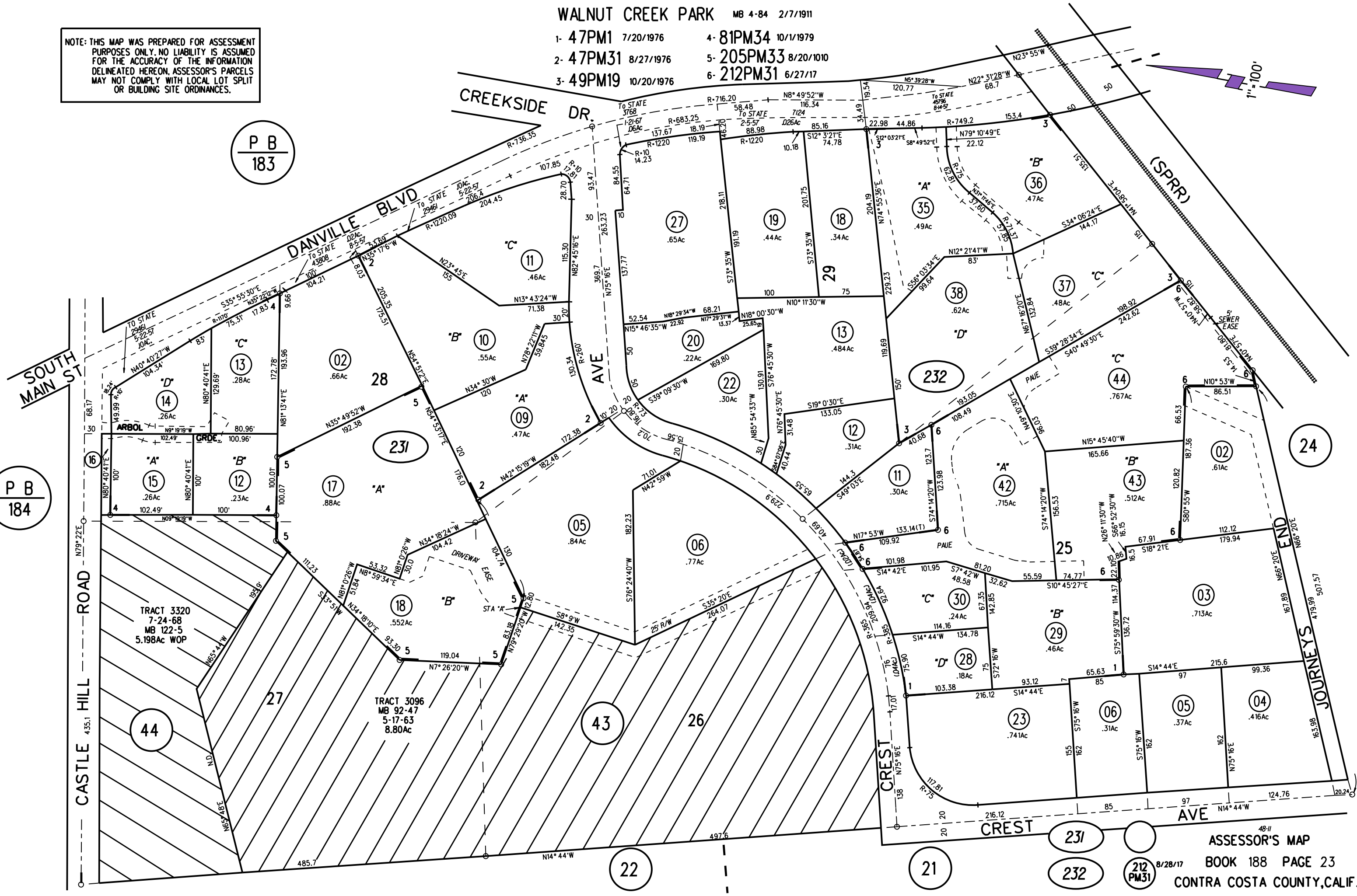
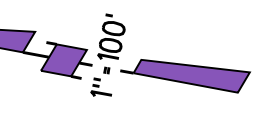
WALNUT CREEK PARK MB 4-84 2/7/1911

- 1- 47PM1 7/20/1976
- 2- 47PM31 8/27/1976
- 3- 49PM19 10/20/1976
- 4- 81PM34 10/1/1979
- 5- 205PM33 8/20/1010
- 6- 212PM31 6/27/17

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.

P B  
183

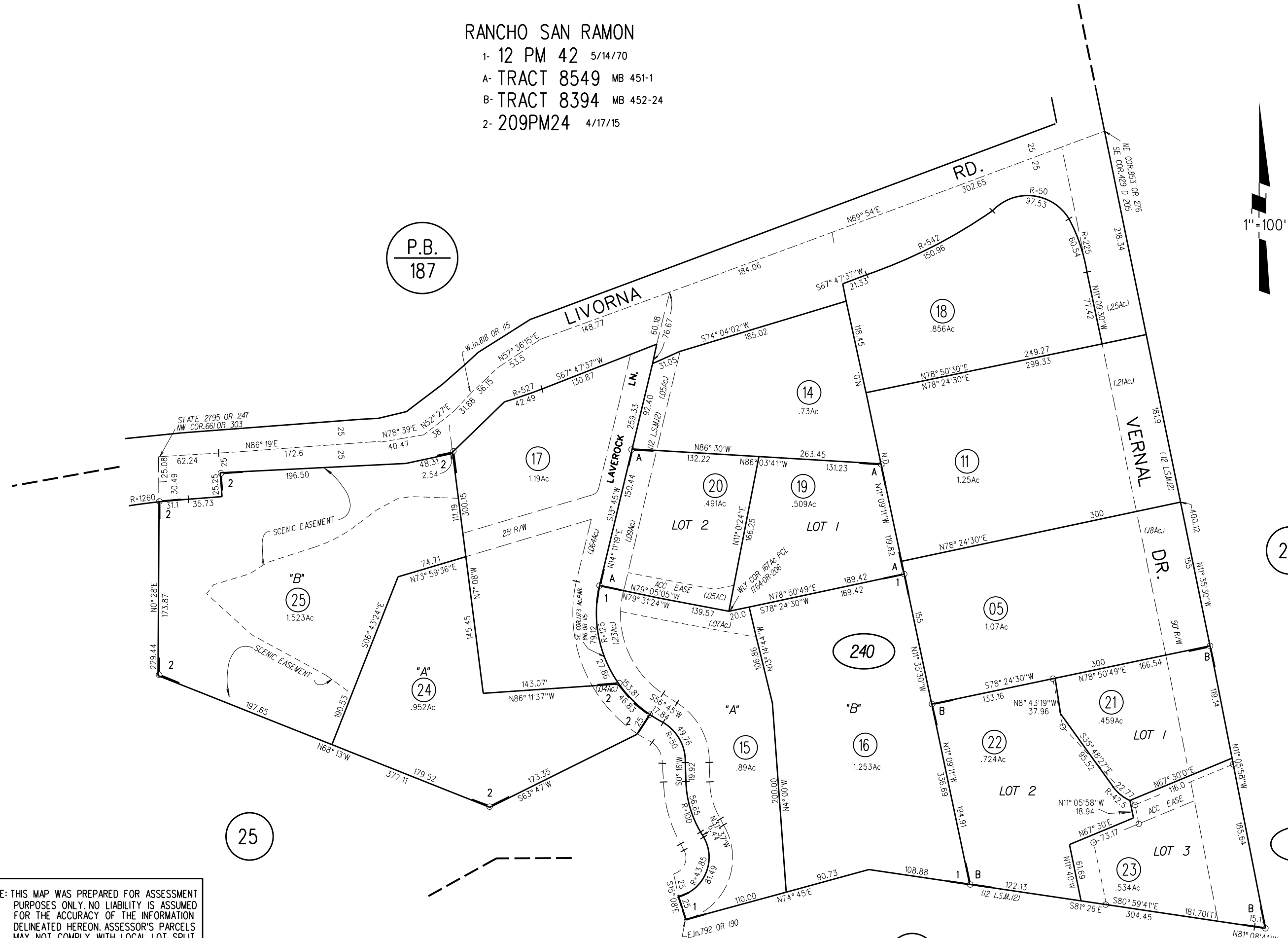
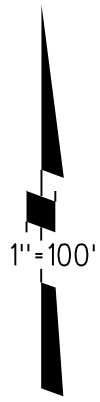
P B  
184



RANCHO SAN RAMON

- 1- 12 PM 42 5/14/70
- A- TRACT 8549 MB 451-1
- B- TRACT 8394 MB 452-24
- 2- 209PM24 4/17/15

P.B.  
187

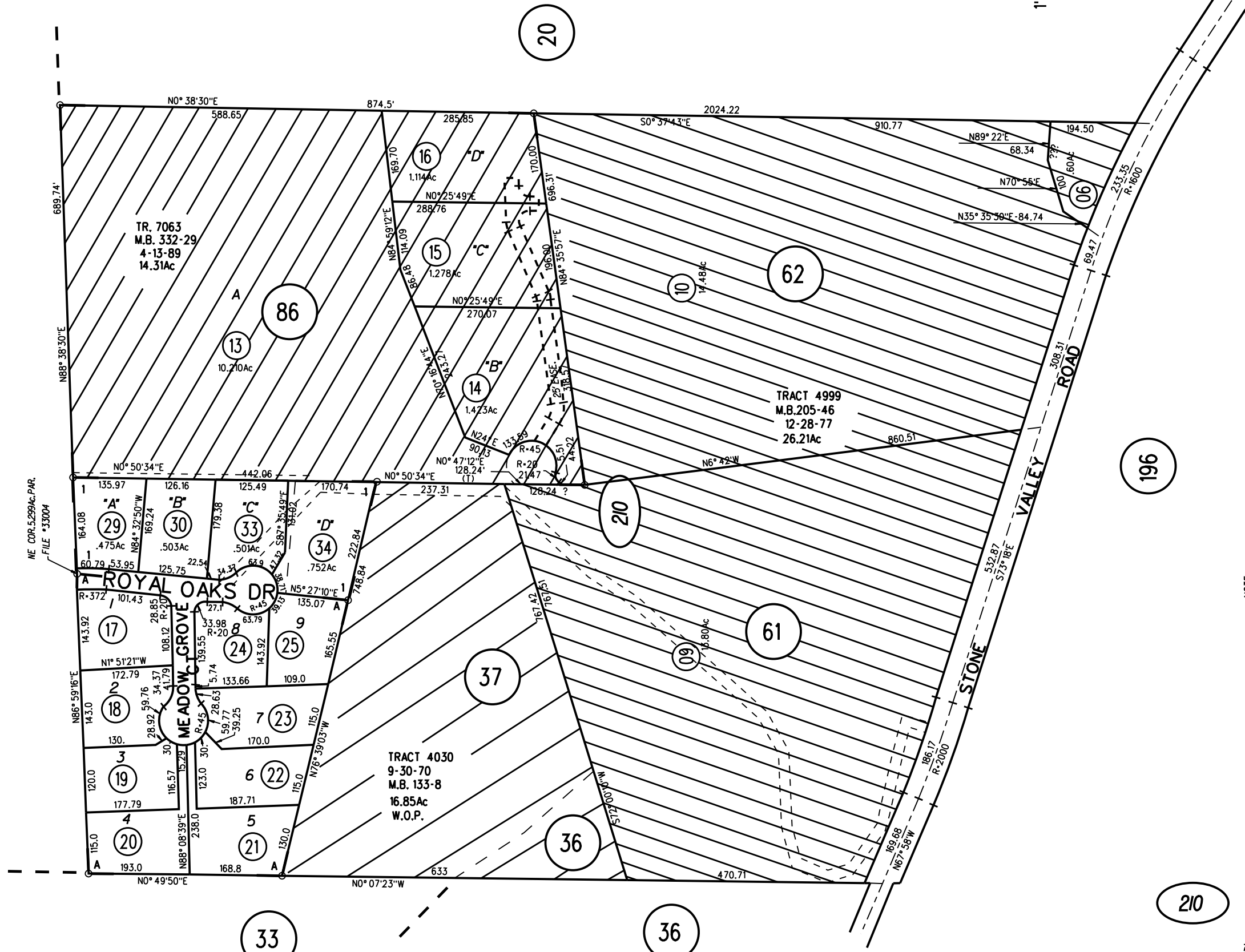
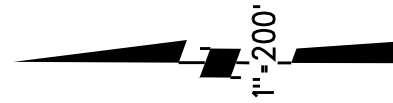


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

209  
PM24  
9/3/15

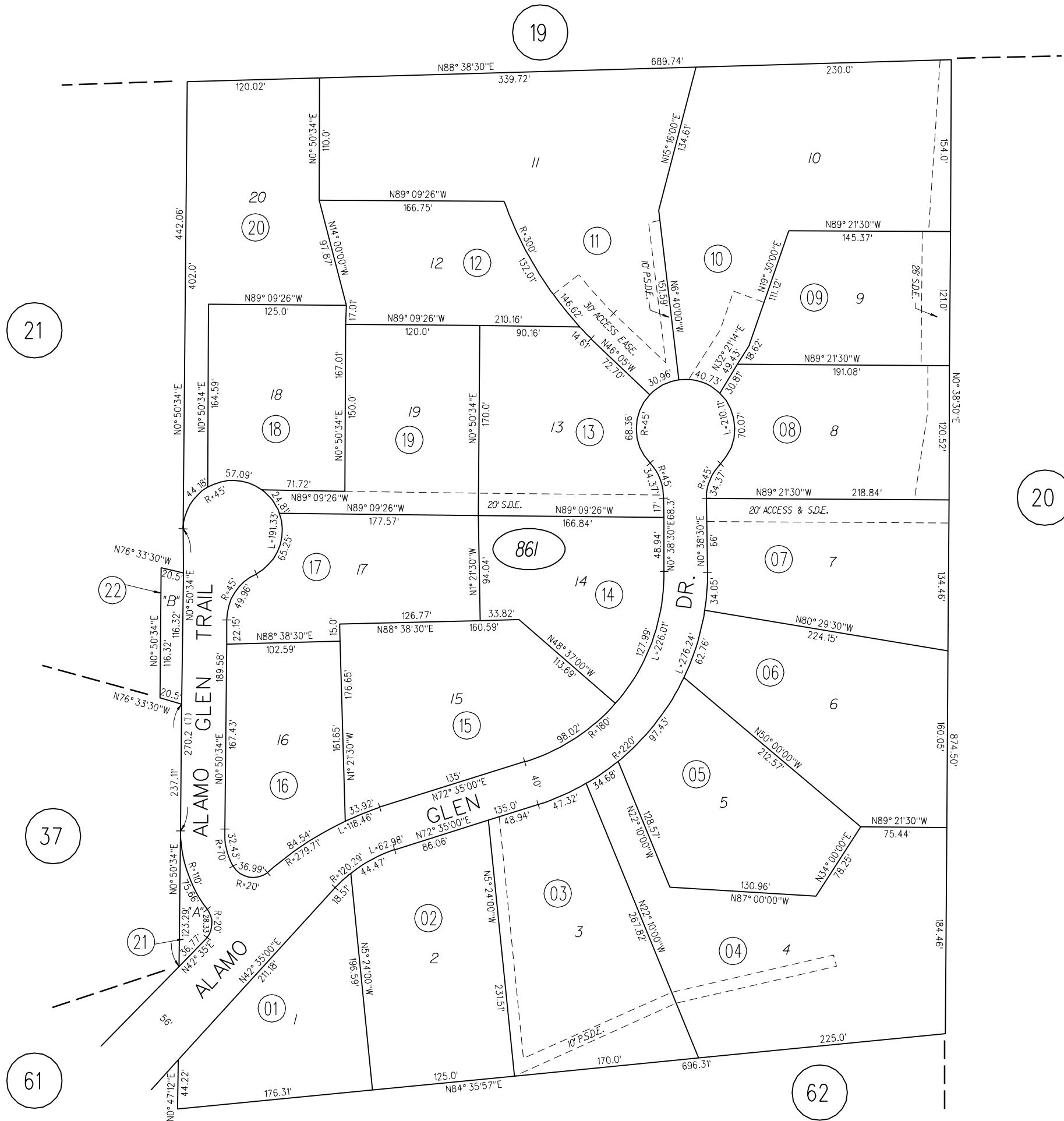
POR. NE 1/4 SEC. 17 T1S R1W MDBM

A-1989 TRACT 7062 M.B.329-5  
1- 213PM42 4-10-18



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.

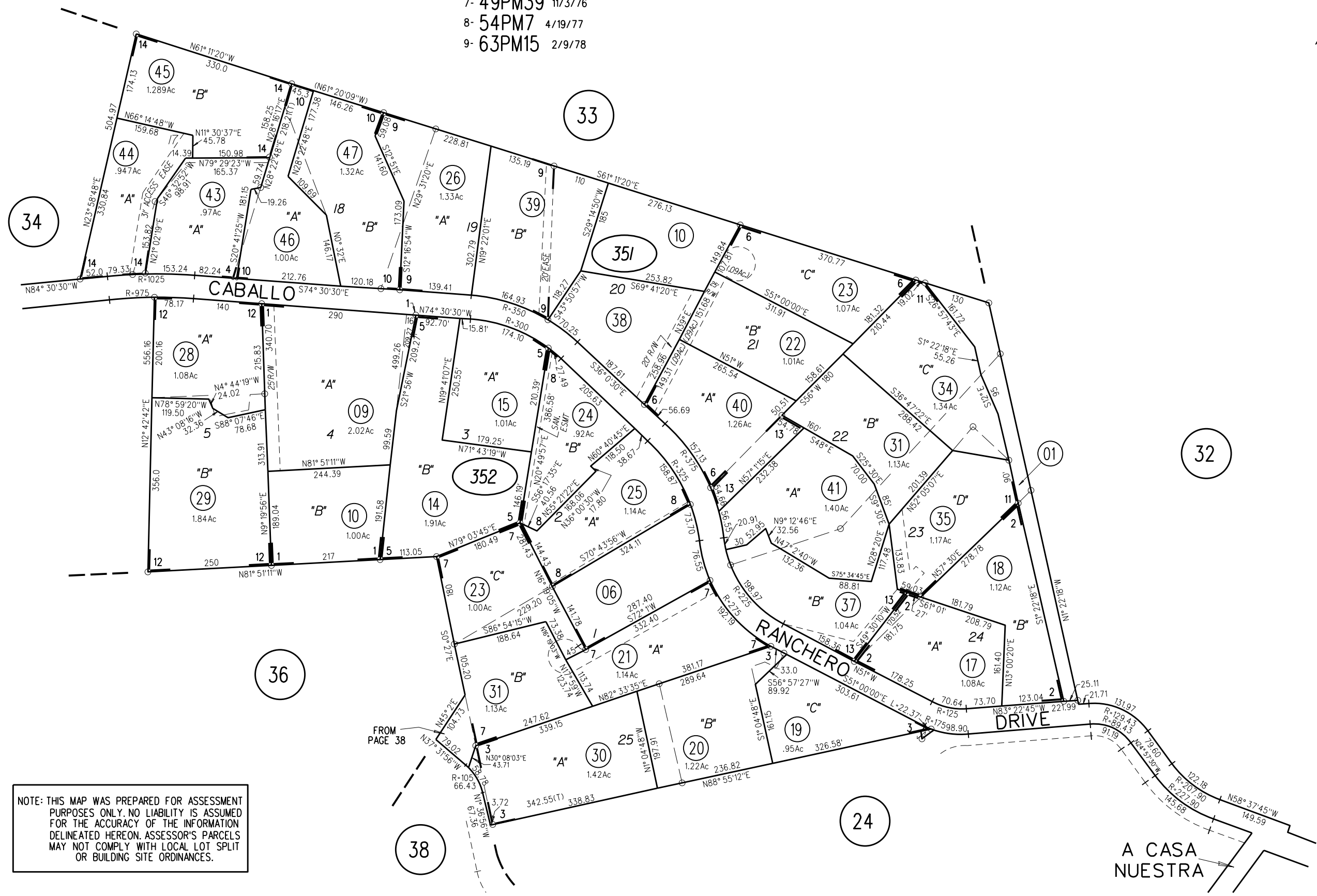
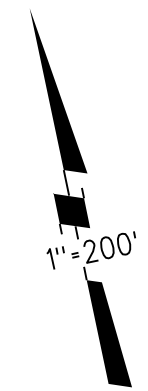
210 33.34  
4/4/19



861

MT DIABLO ESTATE PARK SUB'N UNIT NO 3 MB 49-7 12/12/1952

- 1- 20PM8 12/23/71
- 2- 45LSM30 11/17/66
- 3- 20PM46 2/14/72
- 4- 25PM40 12/19/72
- 5- 30PM28 10/10/73
- 6- 34PM5 6/3/74
- 7- 49PM39 11/3/76
- 8- 54PM7 4/19/77
- 9- 63PM15 2/9/78
- 10- 77PM16 5/23/79
- 11- 77PM44 6/15/79
- 12- 90PM25 10/23/80
- 13- 153PM41 8/9/91
- 14- 202PM8 3/18/08

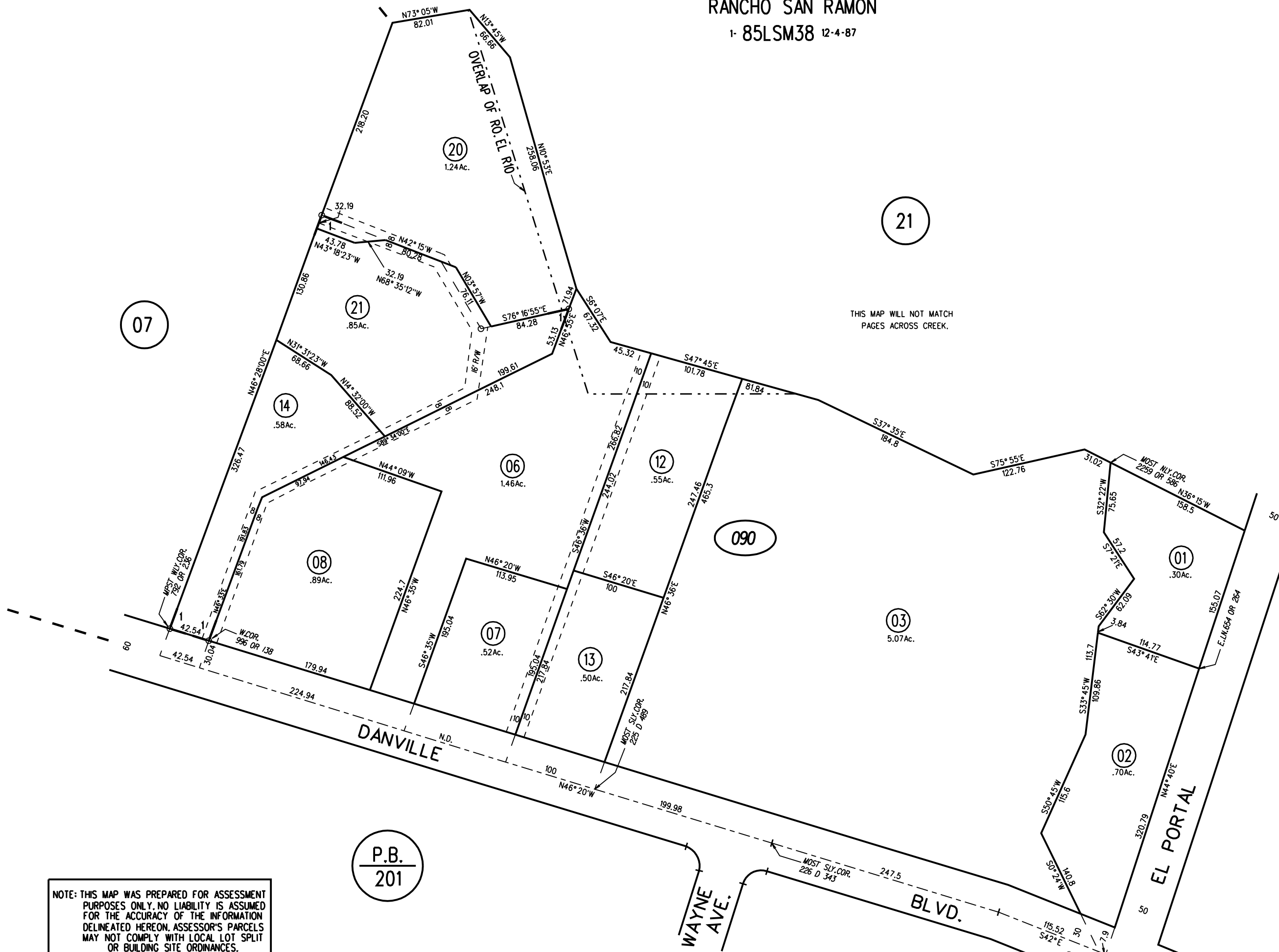
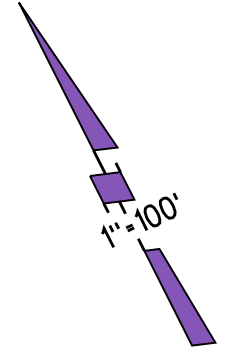


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- 35/1 10/5/15
- 46.47
- 352
- 31 4/14/08

RANCHO SAN RAMON

1- 85LSM38 12-4-87



07

21

THIS MAP WILL NOT MATCH  
PAGES ACROSS CREEK.

P.B.  
200

P.B.  
201

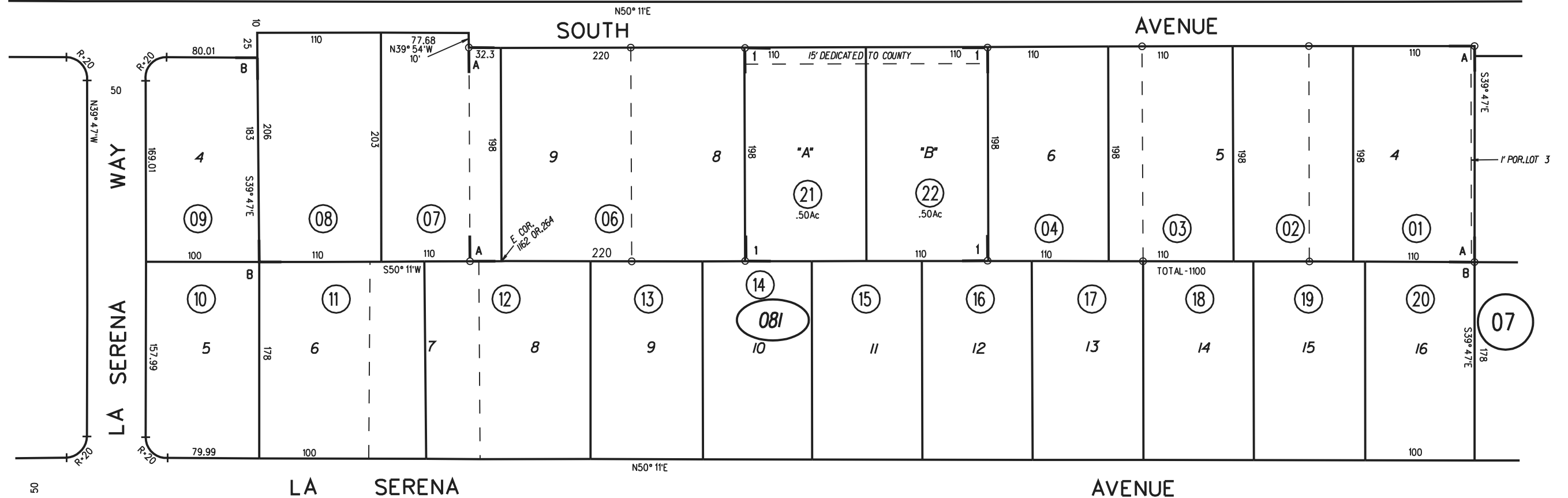
090

21  
3/7/06

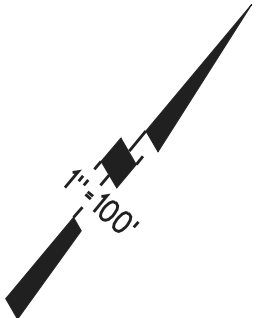
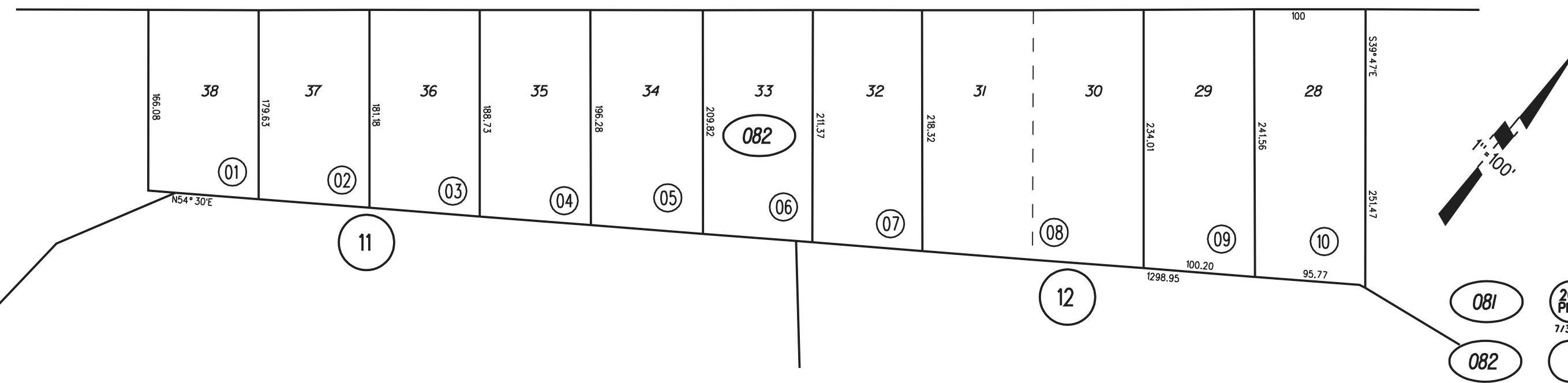
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

05

06



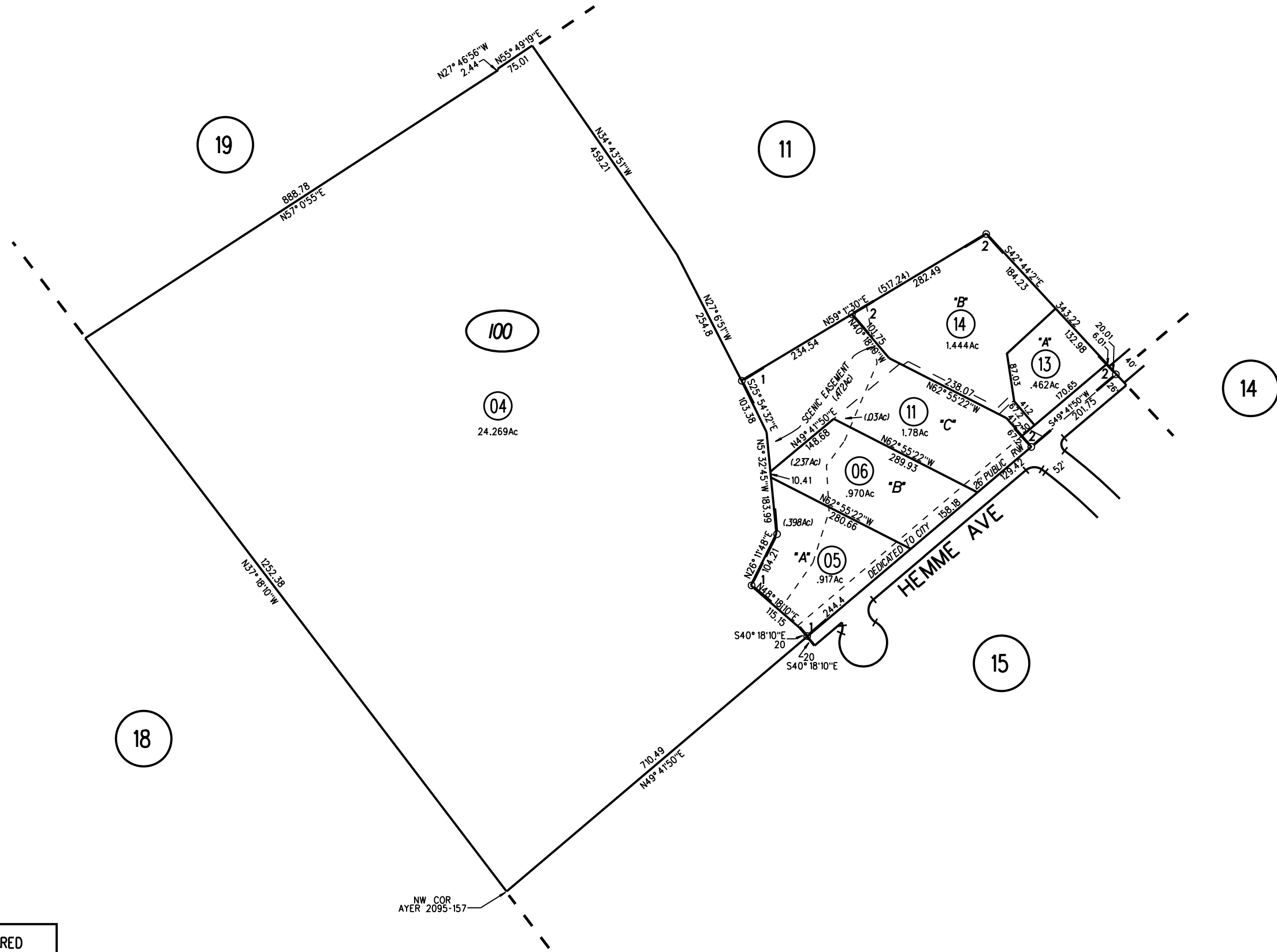
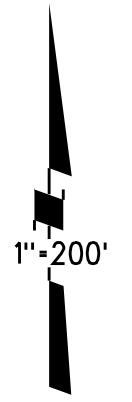
09



081  
 207 PM11 7/31/12  
 082

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.

RO SAN RAMON  
 1- 209P.M.43 8-27-15  
 2- 215P.M.3 2-27-19

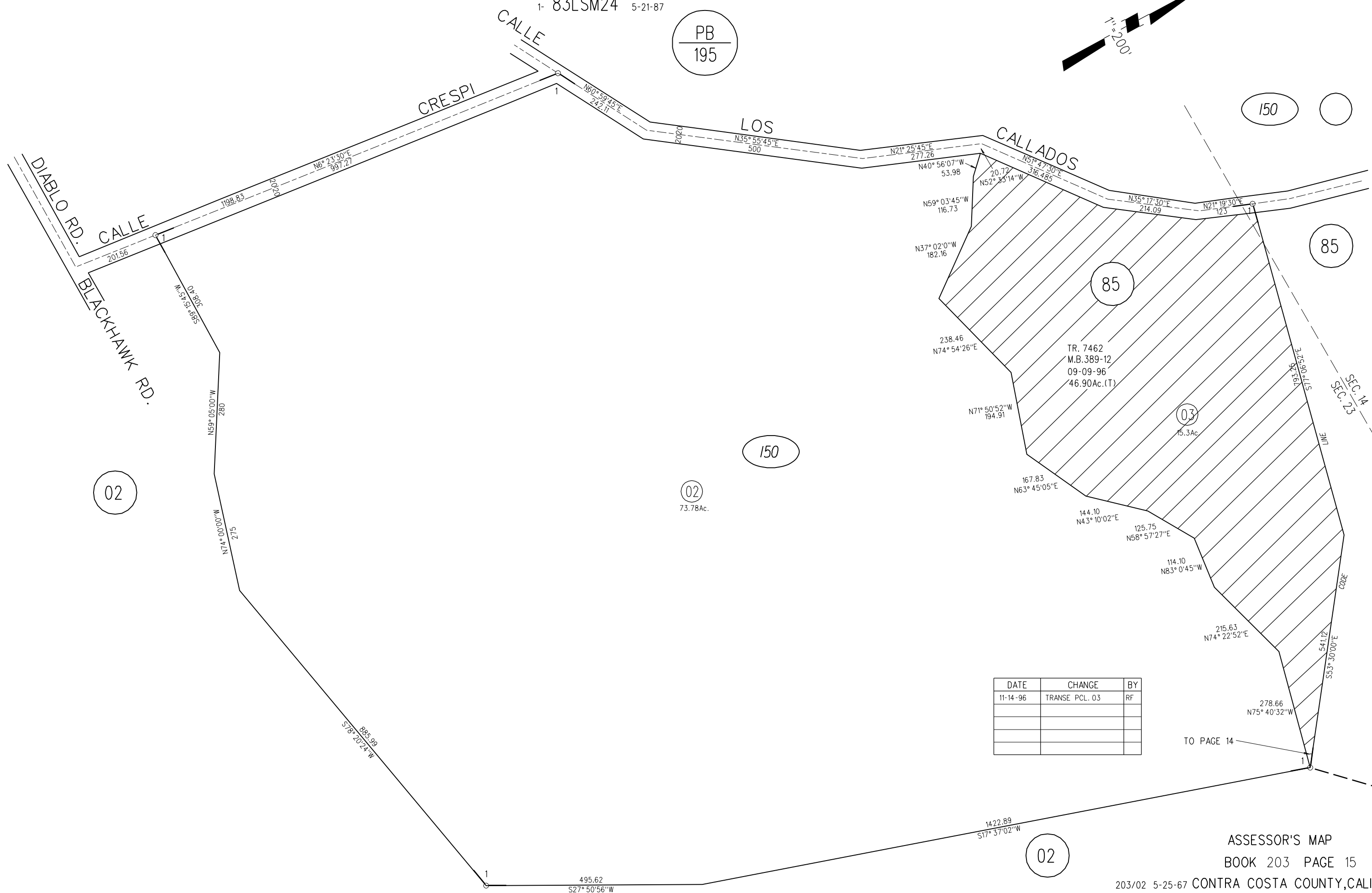
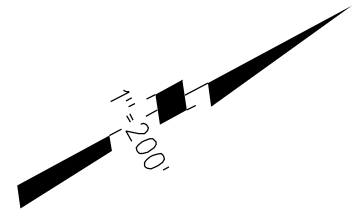


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON.

100 215 PM3 3/26/19



PB  
195



02

150

02  
73.78Ac.

85

03  
15.3Ac.

85

150

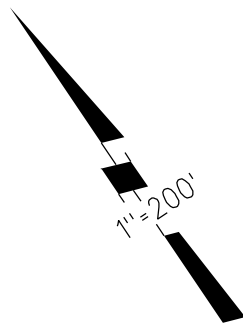
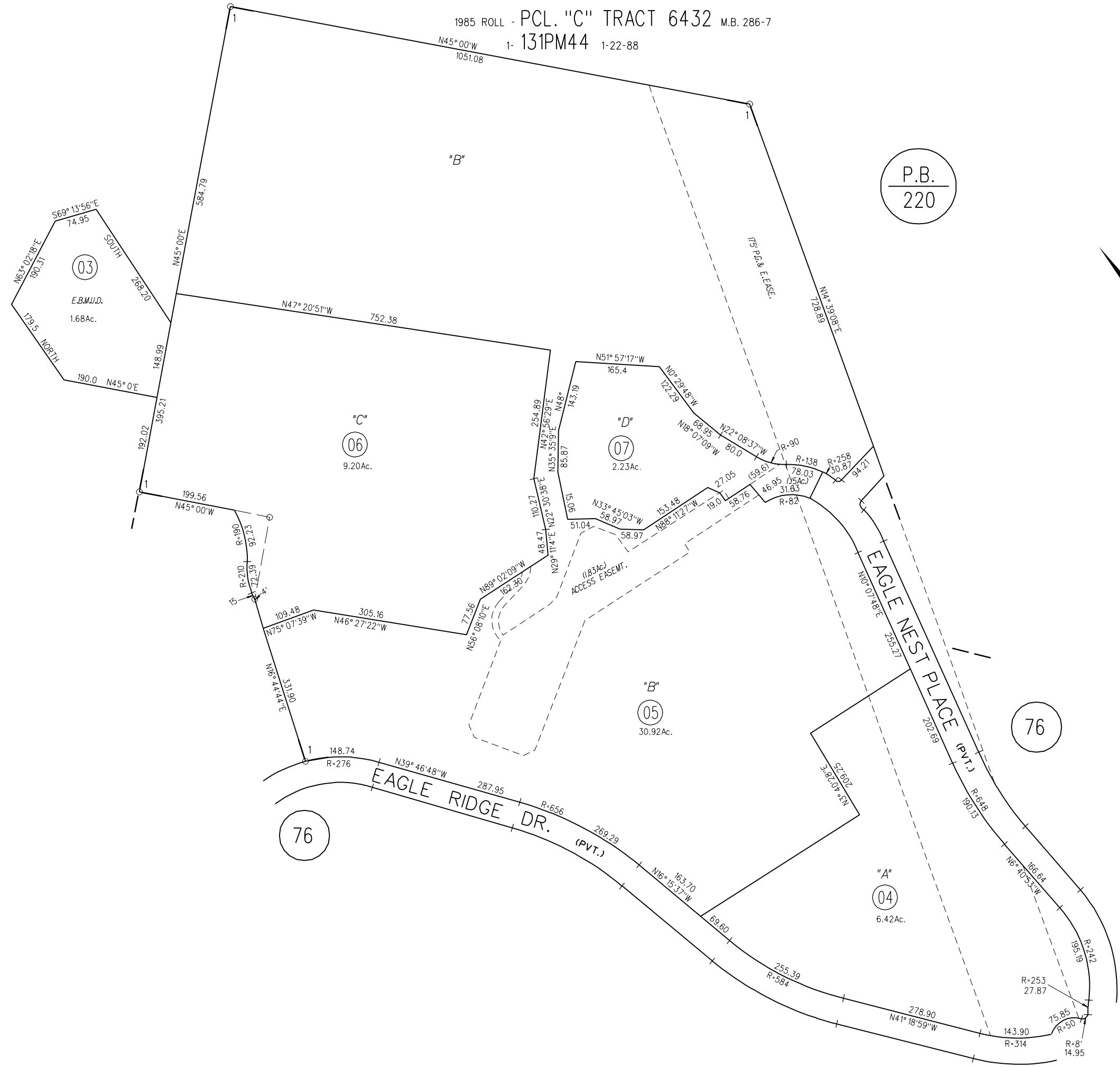
| DATE     | CHANGE         | BY |
|----------|----------------|----|
| 11-14-96 | TRANSE PCL. 03 | RF |
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|          |                |    |
|          |                |    |

TO PAGE 14

02

P.B.  
220

P.B.  
220



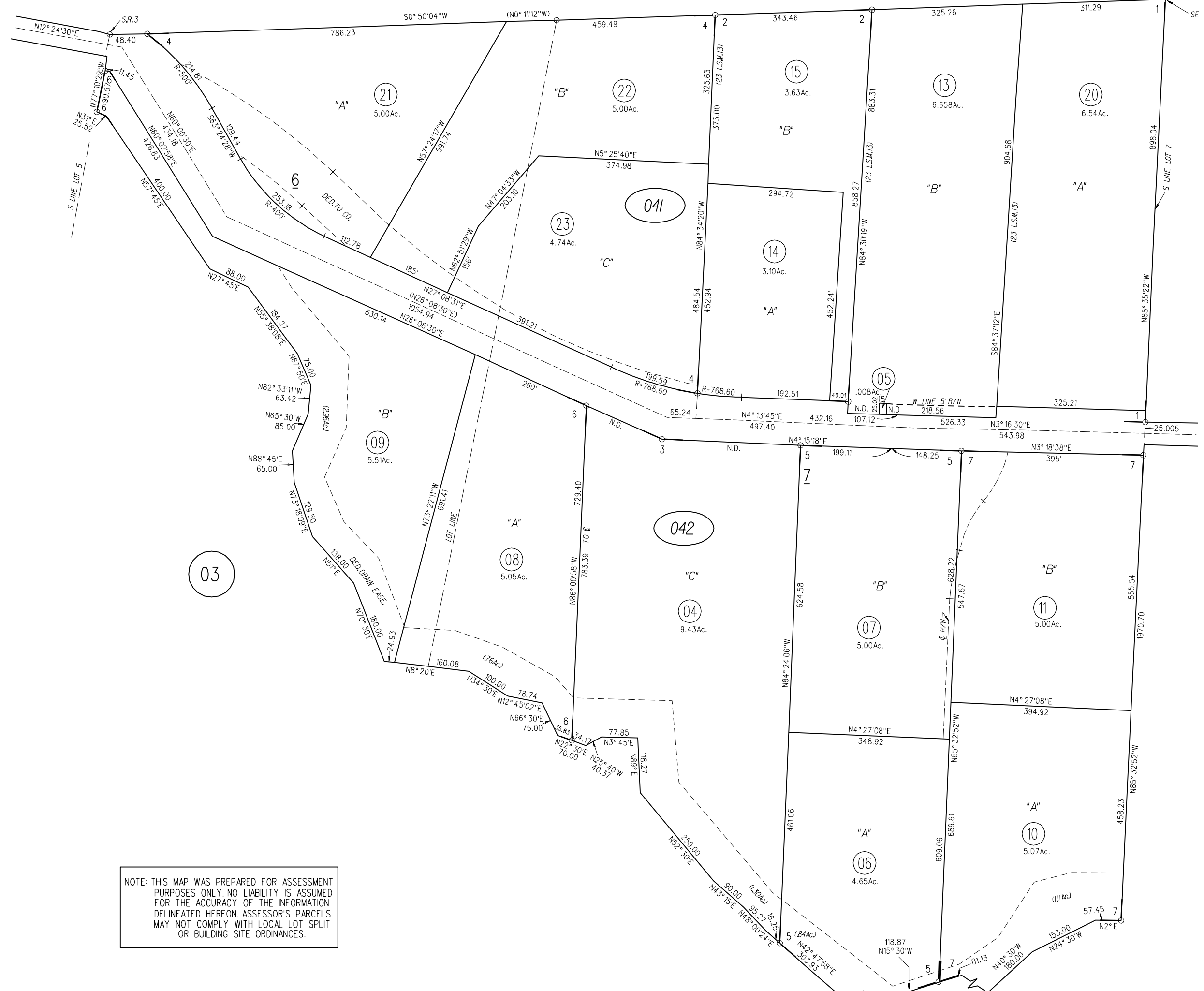
770

770

DOUGHERTY RANCH MB C-63

1-1969 24 L.S.M 33 11-6-63

- 2- 29P.M.48 9-7-73
- 3- 44P.M.44 5-10-76
- 4- 58P.M.1 9-20-77
- 5- 61P.M.39 1-13-78
- 6- 62P.M.38 1-24-78
- 7- 62P.M.49 1-30-78



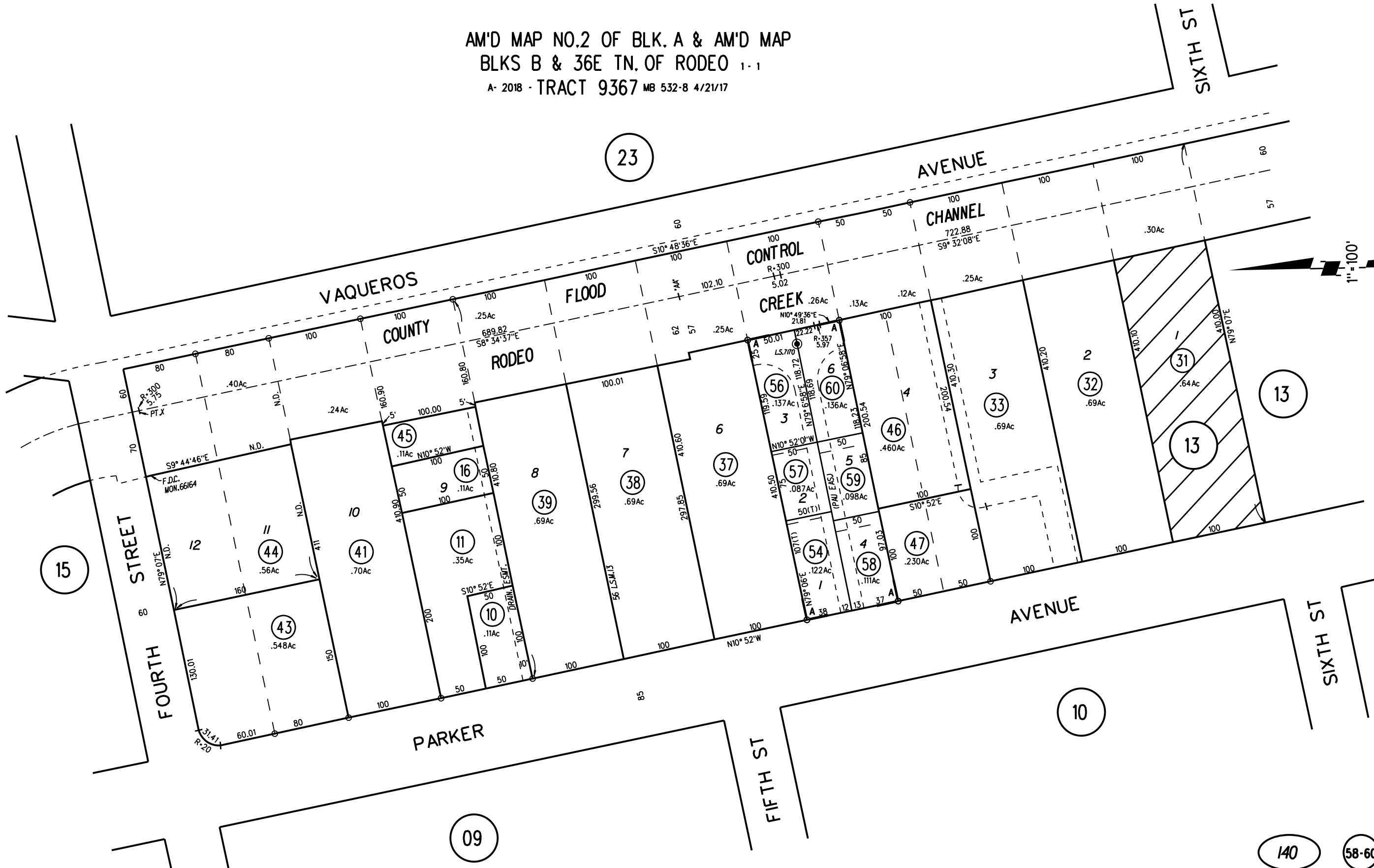
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

05

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042

AM'D MAP NO.2 OF BLK. A & AM'D MAP  
BLKS B & 36E TN. OF RODEO 1-1  
A- 2018 - TRACT 9367 MB 532-8 4/21/17



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.

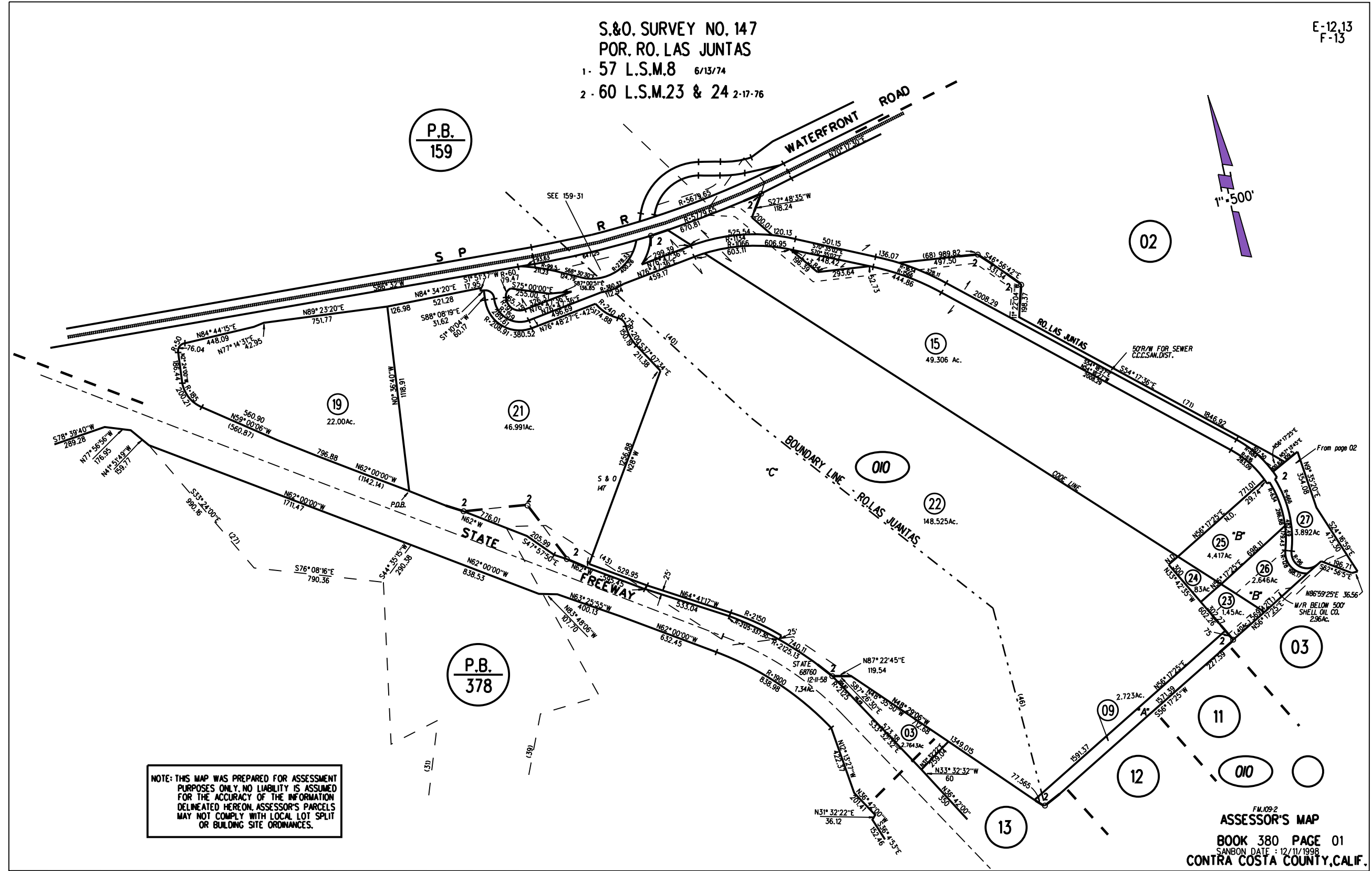
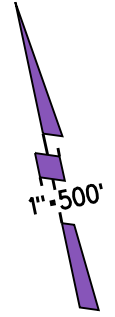
140 58-60  
1/2/19

S.&O. SURVEY NO. 147  
 POR. RO. LAS JUNTAS  
 1 - 57 L.S.M.8 6/13/74  
 2 - 60 L.S.M.23 & 24 2-17-76

E-12,13  
 F-13

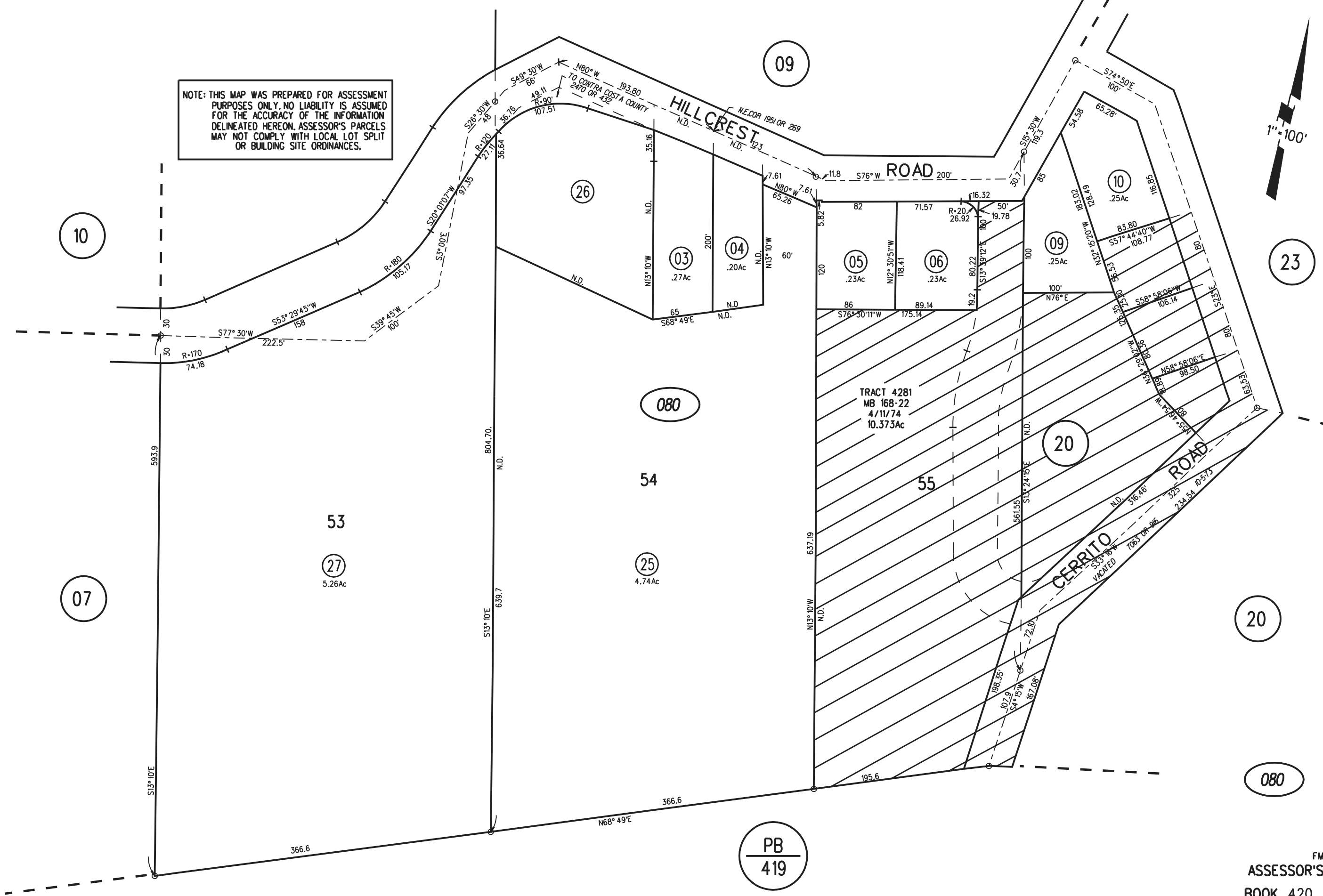
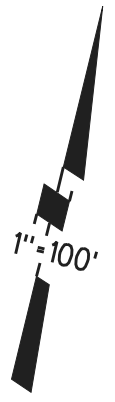
P.B.  
 159

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 378



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.

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PB  
419



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Unpaid Student Training Agreement #26-283-10 with Samuel Merritt University

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #26-283-10 with Samuel Merritt University, a California corporation and educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers to nursing, physical therapist, podiatry and occupational therapist students for the period April 1, 2020 through March 31, 2022.

**FISCAL IMPACT:**

There is no fiscal impact for this agreement.

**BACKGROUND:**

The purpose of this agreement is to provide Samuel Merritt University nursing, physical therapist, podiatry and occupational therapist students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefiting from the students' services to patients.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Jaspreet Benepal,  
925-957-5741

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

By: , Deputy

cc: E Suisala , M Wilhelm

BACKGROUND: (CONT'D)

On February 6, 2018, the Board of Supervisors approved Contract #26-283-9 with Samuel Merritt University for the provision of clinical field experience and instruction from County's Health Services Department for the period from April 1, 2018 through March 31, 2020.

Approval of Unpaid Student Training Agreement #26-283-10 will allow Samuel Merritt University students to receive supervised fieldwork instruction and experience at CCRMC and Contra Costa Health Centers, through March 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive clinical field experience and instruction at CCRMC and Contra Costa Health Centers.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Extension #26-341-6 with Regents of the University of California on behalf of the University of California, San Francisco

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County Contract Extension Agreement #26-341-6 with Regents of the University of California on behalf of the University of California, San Francisco, an educational institution, to extend the term from June 30, 2020 through June 30, 2025.

**FISCAL IMPACT:**

There is no fiscal impact for this agreement.

**BACKGROUND:**

On July 12, 2015, the Board of Supervisors approved Unpaid Student Training Agreement #26-341-3 (as amended by Extension Agreement #26-341-5) with Regents of the University of California, on behalf of University of California, San Francisco for the period from July 1, 2015 through June 30, 2020 to provide supervised fieldwork instruction experience with Health Services.

Approval of Contract Extension Agreement #26-341-6 will allow the Contractor's students to continue to receive supervised fieldwork instruction experience, at Contra Costa Regional Medical Center and Contra Costa Health Centers through June 30, 2025.

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Jaspreet Benepal,  
925-370-5101

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 extension is not approved, the students will not continue to receive supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Unpaid Student Training Agreement #22-722-5 with Dominican University of California

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County, Unpaid Student Training Agreement #22-722-5 with Dominican University of California, an educational institution, to provide field instruction in County’s Public Health Division to occupational therapy students, for the period from July 1, 2020 through June 30, 2025.

**FISCAL IMPACT:**

There is no fiscal impact for this agreement.

**BACKGROUND:**

The purpose of this agreement is to provide Dominican University of California 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, benefiting from the students’ services to patients.

On July 21, 2015, the Board of Supervisors approved Contract #22-722-4 with Dominican University

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Daniel Peddycord,  
925-313-6712

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

By: , Deputy

cc: A FLOYD , M WILHELM

BACKGROUND: (CONT'D)

of California, for the period from July 1, 2015 through June 30, 2020 for the provision of supervised fieldwork instruction experience with Health Services.

Approval of Unpaid Student Training Agreement #22-722-5 will allow Dominican University of California, Occupational Therapy students to receive supervised fieldwork instruction experience, in County's Public Health Division, through June 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience in County's Public Health Division.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Diana Becton, District Attorney  
Date: March 31, 2020

Subject: Internet Crimes Against Children Grant for Mobile Forensic Vehicle

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the District Attorney, or designee, to execute an agreement with the City of San Jose in an amount not to exceed \$200,000 to procure a mobile forensic vehicle for the Silicon Valley Internet Crimes Against Children Task Force for the grant performance period ending December 31, 2020.

**FISCAL IMPACT:**

100% State; matching funds are not required.

**BACKGROUND:**

The California Governor's Office of Emergency Services (Cal OES) awarded Fiscal Year 2018 Internet Crimes Against Children (ICAC) grant funds to the City of San Jose which serves as the lead agency of the Silicon Valley Internet Crimes Against Children Task Force (SVICAC). SVICAC currently serves 11 counties which include: Contra Costa, Alameda, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz and Sonoma.

The District Attorney's Office seeks to enter into an agreement is with the City of San Jose to receive a grant subaward in an amount not to exceed \$200,000 to procure a mobile forensic vehicle for the SVICAC. The City of San Jose will reimburse funds expended during the 2018 Internet Crimes Against Children performance period – July 1, 2018 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: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Jason Chan, (925)  
957-2234

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

>The Internet Crimes Against Children Task Force Program helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children. This support encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education. The ICAC Program was developed in response to the increasing number of children and teenagers using the Internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims.

CONSEQUENCE OF NEGATIVE ACTION:

The District Attorney's Office will not be able to take advantage of this funding opportunity for equipment to respond to technology-facilitated child sexual exploitation and Internet crimes against children.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: March 31, 2020

Subject: Donor Network West

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee to enter into an Agreement with Donor Network West for the provision of organ procurement services, for the period of May 1, 2020 through April 30, 2022.

**FISCAL IMPACT:**

No Fiscal Impact.

**BACKGROUND:**

Donor Network West is the third largest federally designated organ procurement organization and one of the largest tissue recovery organizations. During the normal course of the Office of the Sheriff-Coroner's business, County has access to potential eye, organ and tissue donors that could potentially be used for transplantation. County and the Donor Network West seek to continue to work in a cooperative relationship to ensure the timely retrieval, processing, preservation, storage, and distribution of various eye, organ and tissue donations.

**CONSEQUENCE OF NEGATIVE ACTION:**

The consequence of a negative action would be to not have an Agreement in place to be in compliance with the Uniform Anatomical Gift Act (Health and Safety Code Section 7150 et seq.)

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Sandra Brown  
925-335-1553

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: March 31, 2020

Subject: Unpaid Student Training Agreement #76-545-2 with Diablo Medical Training

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County, Unpaid Student Training Agreement #76-545-2 with Diablo Medical Training, an Educational Institution, to provide supervised field instruction at Contra Costa Regional Medical Center and Contra Costa Health Centers to phlebotomy students, for the period May 1, 2020 through December 23, 2021.

**FISCAL IMPACT:**

There is no fiscal impact for this agreement.

**BACKGROUND:**

The purpose of this agreement is to provide Diablo Medical Training phlebotomy students at with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefiting from the students' services to patients.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/31/2020**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: March 31, 2020

Contact: Anna Roth,  
925-370-5101

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

By: , Deputy

cc: A Floyd, M Wilhelm



BACKGROUND: (CONT'D)

On March 28, 2017, the Board of Supervisors approved Contract #76-545-1, with Diablo Medical Training phlebotomy students for the provision of supervised fieldwork instruction experience with Health Services, for the period from May 1, 2017 through April 30, 2020.

Approval of Unpaid Student Training Agreement #76-545-2 will allow Diablo Medical Training students to receive supervised fieldwork instruction experience, at Contra Costa Regional Medical Center and Contra Costa Health Centers through December 23, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the students will not receive supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers.